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6 756  
No. 2130

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United States  
Circuit Court of Appeals  
For the Ninth Circuit.

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Apostles on Appeal.  
(IN TWO VOLUMES.)

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WHITE STAR STEAMSHIP COMPANY, a Corporation,  
Organized and Existing Under and by Virtue of the  
Laws of the State of Washington, Claimant of the  
Steamship "OHIO," Her Engines, Boilers, Machin-  
ery, Tackle, Apparel and Furniture,

Appellant,

vs.

R. T. LAMB, et al.,

Appellees.

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VOLUME I.  
(Pages 1 to 336, Inclusive.)

---

Upon Appeal from the United States District Court for the  
District of Alaska, Second Division.

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FILED  
JUL 1 - 1912





Records of U. S. Circuit Court  
of appeals

756





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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

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**Proctors of Record.**

GEO. D. SCHOFIELD, Nome, Alaska,  
Proctor for Libelants.

F. E. FULLER, Nome, Alaska,

T. M. REED, Nome, Alaska,  
Proctors for Claimant.

BOGLE, GRAVES, MERRITT & BOGLE,  
610-616 Central Building, Seattle, Washington.

---

*In the District Court for the District of Alaska,  
Second Division.*

IN ADMIRALTY—No. 110.

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,  
Thomas Parker, Joseph Sliscovich, George  
McArthur, Maggie McArthur, Mrs. W. H.  
Mitchell, Margaret Brady, Mrs. N. Howard,  
Ralph D. Pomeroy, Charles Durkopp, Ike M.  
Goldman, Mrs. Etta Goldman, David T. Stoy,  
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis,  
Mary Green, Mrs. I. F. Garlick, Pearl Garlick,  
H. G. Gorin, C. W. Keller, Joseph Curby,  
Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sul-  
livan, Sam Halzswerg, Mrs. Lue Halzswerg,  
Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg,  
Paul Hoff, Robert J. Monson, Mrs. E. L. Brous,  
John Schafer, Geo. Mason, Mrs. Geo. Mason,  
Nellie Murison, Mrs. H. G. Fenton, Ethel  
Strout, L. U. Stenger, S. Fenton, E. A. Thiele,  
Samuel Kean, Silvey Stuart, E. C. Tholstrup,

Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, N. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gelatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosco-vich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Eston Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank



Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mate Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, [1\*] G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants (Appellees),

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant (Appellant).

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\*Page-number appearing at foot of page of original certified Record.

## [Statement.]

BE IT REMEMBERED, that the above-entitled action was commenced on July 14th, 1908, in the District Court for the District of Alaska, Second Division, by filing on said day, in the office of the clerk of said court, the libels by the above-named libelants, against the steamship, "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, and the issuing out of the office of said clerk a monition and attachment *in rem* against the steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture to the marshal of said District of Alaska, by virtue of which said marshal on said day attached and took into his possession the said steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, whereupon on the — day of July, 1908, the White Star Steamship Company, through C. G. Conradi, the master thereof, filed in said cause a claim on its part as owner of said vessel, and prayed leave to defend said action, and thereupon, on July 21st, 1908, said White Star Steamship Company filed its answer in said cause, which said answer had theretofore been duly served on the proctor for libelants. At said time a stipulation [2] was entered into between the proctors for libelants and respondents to the effect that upon the said respondent and claimant filing with the marshal of said District of Alaska, a bond in the sum of seventy thousand dollars, with Cabell Whitehead, F. H. Thatcher and Eugene E. Ailes, as sureties, conditioned that said claimant would abide by and satisfy any final decree returned in said cause



by the said District Court, the said marshal would thereupon release said steamship "Ohio"; all of which being done by the claimant and respondent, the said marshal on last-named day released said steamship "Ohio" and delivery thereof was made to said White Star Steamship Company, claimant, on the day last aforesaid; that on the 3d day of August, 1911, said cause was brought on for trial in the District Court aforesaid, before the Honorable Cornelius D. Murane, Judge of said Court, and the trial continued from day to day thereafter until the 7th day of August, 1911, when the same was concluded; that in said cause no question was referred to any commissioner, and no testimony taken before any commissioner, except that the depositions of sundry witnesses on behalf of libelants and claimant, were taken before notaries public in Nome, Alaska, and Seattle, Washington, pursuant to stipulations between the proctors of the respective parties theretofore entered into on that behalf; that the depositions so taken, together with the several exhibits attached thereto, were filed in said cause as noted in the entries on the Admiralty Register of said Court appertaining to said cause, a copy of which is hereinafter set forth, and on the trial of said cause all of said depositions so taken were read in evidence by the proctors for the respective parties, as more fully appears from the transcript of the evidence submitted on the trial thereof, hereinafter set forth; that at the conclusion of the trial hereof said cause was submitted upon written briefs for the decision of the District Court Judge aforesaid, and was [3] by him taken under advisement and thereafter, on the



30th day of October, 1911, the said District Judge returned an oral opinion *wherein to* the effect that all of said libelants, as passengers, were entitled to damages from claimant in double the respective fares paid by them, with interest from June 1st, 1908, on the amount of fare paid, on account of violation of their several carriage contracts, by reason of said steamship being unseaworthy and not properly provisioned, the passengers being unnecessarily kept on two meals a day for more than one week, and further that libelants, Lawrence Kerr, W. A. Boyce, A. N. Casey, Mrs. C. C. Crooks, H. Beveridge and Samuel Kean, were each entitled to such further damages as the testimony might show for a delay in transportation for the period of ten days.

Thereafter, on the 11th day of November, 1911, the said District Judge, as supplementary to his oral decision aforesaid, and as a part and in furtherance thereof, made and caused to be entered of record his findings of fact and conclusions of law and final decree in said cause, and awarded to each of the libelants named in said libel, as first-class passengers, the sum of one hundred and seventy dollars, being double the amount of the fare paid by each of said passengers, with interest from June 1st, 1908, on the amount of fare paid; and to each of the libelants named in said libel as second-class passengers, the sum of seventy dollars, being double the amount of fare paid by each, with interest from June 1st, 1908, on the amount of fare paid; and to libelant Lawrence Kerr, in addition to his general award, special damages in the sum of one hundred dollars; to libel-

ant W. A. Boyce additional special damages in the sum of fifty dollars; to libelant, A. N. Casey, additional special damages in the sum of two hundred dollars; and to libelant Hugh Beveridge additional special damages in the sum of fifty dollars; and to libelant Samuel Kean additional special damages in the sum of fifty dollars, together [4] with a proctor's fee on account of each of the libelants named in said libel, in the sum of ten dollars, aggregating in all the sum of twenty-four thousand one hundred and thirteen dollars and fifty-two cents, together with costs taxed at one hundred sixty-seven dollars and thirty-five cents.

That on the 27th day of December, 1911, the said White Star Steamship Company, claimant, caused to be served upon proctors for libelants, and filed in the office of the clerk of said court, its notice of appeal from said final decree in said cause to the United States Circuit Court of Appeals for the Ninth Circuit, and on said day filed its bond for costs of said appeal, together with notice of said filing, and thereupon, on the 30th day of December, 1911, the said bond was duly approved by the Judge of said District Court; that on the 24th day of January, 1912, a citation to the libelants upon said appeal, returnable before the United States Circuit Court of Appeals for the Ninth Circuit, on February 23, 1912, was duly issued out of the clerk's office of said District Court, which said citation was signed by the District Judge aforesaid, and was on said day served on the clerk of said court and on the proctor for libelants, and on the 25th day of January, returned



into the office of said clerk with acknowledgment of service thereon; that on the 24th day of January, 1912, an order was made by the District Judge aforesaid, enlarging the time to file in the office of the clerk of the Circuit Court of Appeals for the Ninth Circuit, these apostles on appeal, to and including the 15th day of April, 1912.

AND BE IT FURTHER REMEMBERED, that hereinbelow is a copy of the Admiralty Register of said Court and District; copies of all orders and other entries appearing on the journals of said court relating to said cause, except orders for continuance; copies of all pleadings, with exhibits attached thereto; copy of all the evidence adduced and submitted, and of all exhibits filed and admitted in evidence in said cause, except [5] one exhibit, a chart attached to the deposition of C. G. Conradi admitted in evidence, the original of which is herewith transmitted, together with a stipulation and order of the District Judge aforesaid, directing said original exhibit to be transmitted and made a part of the apostles on appeal; copies of the findings of fact and conclusions of law, and exceptions thereto; the final decree; notice of appeal; assignment of errors and citation; and order enlarging the time to file the apostles on appeal in said cause. [6]



110.

**Admiralty Register.**

*United States District Court, Alaska, Second  
Division.*

**PARTIES.**

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,  
Thomas Parker, Joseph Sliscovich, George  
McArthur, Maggie McArthur, Mrs. W. H.  
Mitchell, Margaret Brady, Mrs. N. Howard,  
Ralph D. Pomeroy, Charles Durkopp, Ike M.  
Goldman, Mrs. Etta Goldman, David T. Stoy,  
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary  
Green, Mrs. I. F. Garlick, Pearl Garlick, H.  
G. Gorin, C. W. Keller, Joseph Curby, Wm.  
Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan,  
Sam Halzweg, Mrs. Lue Halzweg, Louise  
Wandt, L. G. Prigg, Paul Hoff, Robert J.  
Monson, Mrs. E. L. Brous, John Schafer, Geo.  
Mason, Mrs. Geo. Mason, Nellie Murison, Mrs.  
H. G. Fenton, Ethel Strout, L. U. Stenger, S.  
Fenton, E. A. Thiele, Samuel Kean, Silvey  
Stuart, E. C. Tholstrup, Chas. Spannan, Geo.  
McClanahan, J. O. Binder, John Nilsen, W.  
G. Smith, H. A. Sester, W. A. Boyce, H. Bev-  
eridge, M. Holm, A. Cowan, James Forsythe,  
Oscar Schmidt, B. H. Wile, R. B. Smith,  
Henry Holst, C. S. Weaver, C. Brown, Elmer  
Claasson, Emil Snell, Henry Bern, Alfred  
Ortman, W. M. Carlson, Ed. Magnusson, John  
Norback, R. P. McDonald, Oscar Engstrom, L.  
T. Malarkey, M. Dannem, D. O'Leary, M. D.

Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drescovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Torovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, Wm. Yetter, Fred Outlet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomonaka, Fey Outlet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan,

Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jobovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bodin, Mrs. P. S Bodin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. Loudon, J. F. McCulloch, [7] C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture.

GEO. D. SCHOFIELD, Attorney for Libelants.  
DUDLEY DuBOSE, Proctor for Claimant.



[8]

Date Filed.	Papers and Proceedings.	Recorded. Vol. Page.
Aug. 7, 1911.	M. O. Trial concluded and case to be sub- mitted on briefs.....	17 120
" " "	Exhibits "L," "M" and "N" filed.	
" 8, "	M. O. Exhibits "J-1" and "J-2" filed by consent.....	17 123
	Exhibits "J-1" and "J-2" filed.	
Oct. 30, 1911.	M. O. Court renders decision in favor of libelants .....	17 192
Nov. 11, "	M. O. Findings presented, signed and filed.	17 197 9-188
" " "	M. O. Decree presented, signed and filed.	17 197 9-202
" " "	M. O. Defendant allowed 3 days to file exceptions and 30 days' stay....	17 197
" 15, "	Filed objection and exceptions to findings of fact and conclusions of law, claimants.	
Nov. 24, 1911.	Filed cost bill.	
Dec. 27, "	" Notice of appeal.	
" 27, "	" Bond on appeal.....	Ad. B. 338
" 28, "	" Notice of filing bond.	
" 30, "	M. O. Time to file apostles on appeal to April 15, 1912.....	17 232
" " "	M. O. Order approving bond on appeal...	17 232
Jan. 2, 1912.	Filed notice of attorney's lien libelants.	
" " "	Bill of costs retaxed at \$167.35.	
" 13, "	Filed transcript of testimony (2 vols.).	
" 17, "	" Praecept for apostles on appeal.	
" 24, "	Issued citation.	
" " "	Filed order enlarging time for filing apostles on appeal.....	9 242
" 27, "	Filed stipulation.	
" " "	" Assignment of errors.	
" 29, "	" Order in re original exhibit attached to apostles on appeal.....	9-245

*In the United States District Court for the District  
of Alaska, Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,  
Thomas Parker, Joseph Sliscovich, George  
McArthur, Maggie McArthur, Mrs. W. H.  
Mitchell, Margaret Brady, Mrs. N. Howard,  
Ralph D. Pomeroy, Charles Durkopp, Ike M.  
Goldman, Mrs. Etta Goldman, David T. Stoy,  
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary  
Green, Mrs. I. F. Garlick, Pearl Garlick, H.  
G. Gorin, C. W. Keller, Joseph Curby, Wm.  
Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan,  
Sam Halzswerg, Mrs. Lue Halzswerg, Louise  
Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul  
Hoff, Robert J. Monson, Mrs. E. L. Brous,  
John Schafer, Geo. Mason, Mrs. Geo. Mason,  
Nellie Murison, Mrs. H. G. Fenton, Ethel  
Strout, L. U. Stenger, S. Fenton, E. A.  
Thiele, Samuel Kean, Silvey Stuart, E.  
C. Tholstrup, Chas. Spannan, Geo. Mc-  
Clanahan, J. O. Binder, Johan Nilsen, W.  
G. Smith, H. A. Sester, W. A. Boyce, H. Bev-  
eridge, M. Holm, A. Cowan, James Forsythe,  
Oscar Schmidt, B. H. Wile, R. B. Smith,  
Henry Holst, O. S. Weaver, C. Brown, Elmer  
Claassen, Emil Snell, Henry Bern, Alfred  
Ortman, W. M. Carlson, Ed Magnusson, John  
Norback, R. P. McDonald, Oscar Engstrom, L.  
T. Malarkey, M. Dannem, D. O'Leary, M. D.  
Reed, C. M. Burns, E. Wiklund, Adolf  
Melinder, Julius Carlson, P. A. Ostberg, Fred



Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl,

Kunpe Okabe, John Curson, Aloys Kallfeby,  
 [10] Mato Jovovich, Miho Tapovich, F.  
 Mairmehi, P. F. Greene, J. Lundquist, James  
 Scales, Wm. F. Tasker, Ada P. Tasker, P. S.  
 Bordin, Mrs. P. S. Bordin, Alfred Elsliger,  
 Fred Larsen, Lawrence S. Kerr, J. W. Taylor,  
 John Potee, M. A. Loudon, J. F. McCulloch,  
 C. J. Leeds, J. P. Bush, C. F. Ashford, E. A.  
 Fox, G. M. Ashford, A. N. Casey, M. M. Cather  
 and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machin-  
 ery, Tackle, Apparel and Furniture,  
 Respondent.

### **Libel In Rem.**

To the Honorable ALFRED S. MOORE, Judge of  
 said Court:

And now come the above-named libelants and file  
 their Libel against the steamship "Ohio," her boil-  
 ers, engines, machinery, tackle, apparel and furni-  
 ture, whereof ——— Conradi is or late was master,  
 and against all persons lawfully intervening for  
 their interests therein, in a cause of contract, civil  
 and maritime, and for causes of action in favor of  
 libelants, said libelants propound and allege:

1. That the said steamship "Ohio" is an Ameri-  
 can vessel, whose official number is 19,376; signal let-  
 ters, J. L. V. S.; gross tonnage, 3,048; net tonnage,  
 2,072; length, 343 feet; breadth, 43 feet; depth, 24.9  
 feet; service, Ocean Passenger; indicated horse-  
 power, 2,600; built during the year 1873 at Phila-



delphia, Pa., and whose home port is New York City, N. Y.; that said [11] vessel is now lying in the roadstead opposite the port of Nome, within a marine league of shore and within the jurisdiction of this Honorable Court.

2. That during all of the times herein mentioned the said steamship "Ohio" was engaged as a common carrier by water of passengers, baggage and freight, as an ocean-going vessel between the port of Seattle, in the State of Washington, and the sub-port of Nome, in the District of Alaska.

3. That on or about the first day of June, 1908, at the port of Seattle, in the State of Washington, each of the libelants herein purchased from the duly authorized agent of said vessel a ticket entitling each of libelants to a passage on said vessel from said port of Seattle to said port of Nome, paying for said tickets Seventy-five Dollars (\$75.00) and Thirty-five Dollars (\$35.00), respectively, for saloon and steerage passages and accommodations on said vessel between said ports on said voyage, and each of said libelants was thereafter received on board said vessel as a passenger on said voyage from Seattle, Washington, to Nome, Alaska, and made said trip on said voyage.

4. That under said tickets and respective contracts of carriage the owners, charterers, officers and agents of said vessel warranted that said ship was in all respects tight, stout, staunch and strong and otherwise seaworthy, and fully capable of making said voyage and safely landing libelants at the Port of Nome, Alaska, in the usual, ordinary and custo-



mary way, time and manner as other vessels of like class made said voyage, and further warranted that said vessel was properly manned and equipped with all necessary appliances for the safety of its passengers and for the use of said ship, and that provision had been made for sufficient quantities of good and wholesome food for said passengers on said voyage, and that due care had been made in the selection of the master and other officers of said vessel necessary to safely transport said libelants between [12] said ports and safely land them at the port of Nome in the usual, ordinary and customary way, manner and time, together with their baggage and freight shipped on board on said voyage.

5. That the said representations and warranties so made by the owners, charterers, officers and agents of said vessel, as in the preceding paragraphs mentioned, were false and untrue in the following respects, viz.:

Said vessel was not tight, stout, staunch and strong, and was unseaworthy and incapable of making said voyage and safely landing said libelants at said port of Nome in the usual, ordinary and customary way, time and manner as other vessels of like class made on said voyage between said ports; that the plates in the hull of said vessel at and below her water-line were and are old, brittle, greatly scaled and so thin by reason of such scaling that said vessel was not, during any of the times herein mentioned a seaworthy vessel on a voyage between said ports, leaving the port of Seattle on June first, all of which the owners, charterers, officers and agents of said

vessel at all times well knew, and of which fact libelants were wholly unaware at the time of engaging passage on and making said voyage.

That said vessel was not properly manned and equipped with the necessary appliances for the safety of its passengers or the use of said ship, and that provision had not been made for a sufficient quantity of good and wholesome food for libelants and the other passengers on said voyage, but that said ship was insufficiently provisioned with food for said voyage; that the meats served were putrid and unfit to eat, and made libelants ill on said voyage and that said owners, charterers, officers and agents of said vessel failed to use due care in the selection of the master of said vessel and failed, neglected and refused to transport libelants between said ports in the usual, ordinary, [13] and customary way, manner and time consumed by other vessels of like class on said voyage between said ports; but, on the contrary, consumed forty days' time on said voyage from the date of sailing at the port of Seattle to the date of landing libelants at the port of Nome, whereas, the sailing time of other vessels of like class with said steamship "Ohio" on said voyage was but fifteen days.

That ——— Conradi, the master in charge of said vessel on said voyage, was at all times herein mentioned incompetent to take charge of and manage said vessel on said voyage, and on said voyage navigated, sailed and managed said vessel in an incompetent and unseamanlike manner, that he failed, neglected and refused to attempt to navigate said vessel to the port of Nome and land said libelants and



other passengers on said voyage and refused to permit his inferior officers on said vessel to so navigate the same; that said master permitted said vessel to lie at anchor in an open sea in calm weather for hours at a time without reason or cause therefor; would not permit any inferior officer to take charge of and navigate said vessel while he, the said master, was sleeping, but would require said ship to lie at anchor during said times; refused to answer signals from other vessels when such vessels attempted to signal the steamship "Ohio"; lie at anchor on one occasion in a thick fog, and failed and neglected to blow a whistle or ring the bell during a space of many hours, said vessel then lying and being in the track and upon the usual and customary course of other vessels plying between Unimak Pass and the port of Nome; was arrogant, violent and abusive to the passengers on board said vessel, including libelants, and without cause or reason therefor, and at one time entered the steerage compartment of said vessel with an exposed loaded revolver in his hand and threatened the [14] passengers with violence without cause or reason therefor; fully intended to and would have navigated said vessel from Bering Sea back to Seattle with all of libelants on board had it not been for the Revenue Cutters "Thetis" and "McCulloch," and the joint commands of the officers thereof, demanding and insisting that said steamship "Ohio" be brought into the port of Nome with the United States mail, her passengers and cargo, and otherwise in many ways wholly failed, neglected and refused to navigate said vessel and bring her to her port of destination as



under said respective carriage contracts the owners, charterers, officers and agents of said vessel had agreed to do, and the said master was in many other ways wholly incompetent to navigate said vessel on said voyage, all of which the owners, charterers, officers and agents of said vessel well knew.

That for a period of six days upon said voyage libelants and the other passengers on board said vessel were put upon two meals a day, whereas there was on board said vessel a sufficient amount of provisions carried in cargo to have supplied three meals a day in the regular, usual, ordinary and customary way as is supplied on vessels of like class on voyages between said ports, which said short rations were supplied and furnished without cause or reason therefor, and that the provisions furnished were unwholesome and unfit for consumption, and caused illness to libelants, and that the meats furnished were tainted by being permitted to hang in the sun on the after-deck of said vessel, and that libelants were compelled to eat such tainted meats or go hungry, and libelants suffered great discomfort and hunger on account of an insufficient supply of food and the unwholesome quality thereof.

6. That on or about the first day of June, 1908, and prior thereto, the said steamship "Ohio," through her owners, charterers, and agents, caused to be extensively advertised that [15] said vessel would sail from the port of Seattle on the first day of June, 1908, and would transport and carry passengers, baggage and freight from said port to the port of Nome in the ordinary, usual and customary

way, time and manner of vessels of like class on the first sailing between said ports, and libelants believing the representations made to be true, and upon the further oral representations and promise of a like nature made unto libelants by the authorized agents of said vessel, said libelants individually and not collectively, made and entered into a contract with said vessel wherein and whereby the said steamship "Ohio," through her said agents aforesaid, undertook, promised and agreed to carry libelants between said ports in the customary, usual and ordinary way, manner and time of vessels of like class on first sailings between said ports and to furnish the usual, ordinary and customary accommodations on said voyage, and in consideration of said premises and agreements for and on behalf of said steamship "Ohio" libelants, individually, at the date aforesaid, engaged passage on said steamship from said port of Seattle to the port of Nome, and paid therefor the passage money amounting to the sum of Seventy-five Dollars (\$75.00) and Thirty-five Dollars (\$35.00) respectively, for saloon or first-class and second-class or steerage accommodations on said vessel on said voyage, and received tickets for said passage accordingly.

7. That said libelants performed all the terms and conditions of said contracts on their part to be performed, and the said steamship "Ohio" on the first day of June, 1908, entered upon the performance of said respective carriage contracts on her part, but thereafter and upon arrival in Bering Sea committed a breach of said respective carriage contracts and failed and neglected and refused to carry out said



contracts to the damage of said libelants as herein alleged.

8. That said vessel sailed from the port of Seattle, Washington, on the first day of June, 1908, and did not arrive [16] in the port of Nome until about four o'clock A. M. of July 11th, 1908, being twenty-five days overdue, which said delay was occasioned by virtue of the unseaworthy condition of said vessel as herein alleged and on account of the incompetency of said master and his arrogant and wilful failure, refusal and neglect to properly navigate said vessel in a seamanlike manner and bring her safely to the port of Nome, in the usual, ordinary and customary way, time and manner vessels of like class were brought to said last-named port on like voyages and under like conditions met by the said steamship "Ohio" on said trip; all of which was in the wilful, flagrant and open violation of said several contracts of carriage so entered into by said libelants as aforesaid, and which said several breaches of contract on behalf of said vessel was occasioned without fault on behalf of libelants, or either or any of them.

9. That libelants herewith file with this said libel, and by reference make the same a part thereof, "Schedule A," containing a list of the names of libelants into saloon or first-class passengers and into second-class or steerage passengers.

10. That said libelants known as second-class or steerage passengers allege that on the faith of the warranties, representations and agreements on the part of said vessel as aforesaid they each went to a large expense to prepare for said voyage, and each



expended the sum of Thirty-five Dollars (\$35.00) for his ticket, and by virtue of said vessel arriving in Nome twenty-five days overdue and libelants being put upon short rations, each of said libelants has been hindered and delayed in his business or occupation and has lost a large amount of time during which he was hindered from carrying on his business or doing any work whatever, to his damage each in the sum of Two Hundred Dollars (\$200.00). [17]

11. That said libelants known as first-class or saloon passengers allege that on the faith of the warranties, representations and agreements on the part of said vessel as aforesaid, they each went to a large expense to prepare for said voyage and each expended the sum of Seventy-five Dollars (\$75.00) for his ticket and by virtue of said vessel arriving in Nome twenty-five days overdue and libelants being put on short rations, each of said libelants has been hindered and delayed in his business or occupation and has lost a large amount of time, during which he was hindered from carrying on his business or doing any work whatever to his damage each in the sum of Three Hundred Dollars (\$300.00).

12. Libelant E. A. Thiele, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of One Thousand Dollars (\$1,000.00).

13. Libelant Samuel Kean, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract afore-

said, and because of the delay in arriving at the port of Nome, as aforesaid, he has been damaged in the further sum of One Thousand Dollars (\$1,000.00).

14. Libelant E. J. Yetter, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Fifteen Hundred Dollars (\$1,500.00).

15 Libelant M. M. Cather, in addition to her general damages herein alleged, specially alleges that she shipped on board said vessel on said voyage a large stock of millinery consisting principally of 1908 trimmed spring hats for ladies' wear, which said stock was of the value of about Six Thousand Dollars [18] (\$6,000.00), which said stock would have met with a ready sale on the Nome market and brought said sum had the same arrived twenty days earlier in the said port of Nome, but that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, said stock of millinery is now unsaleable and has depreciated in value in the sum of Four Thousand Dollars (\$4,000.00), and because and on account of the matters and things aforesaid specially pleaded, libelant has been damaged in the further sum of Four Thousand Dollars (\$4,000.00).

16. Libelant Wm. F. Tasker, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged



in the further sum of Five Hundred Dollars (\$500.00).

17. Libelant Wm. Greenberg, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

18. Libelant George Gold, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

19. Libelant, C. C. Crooks, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Seven Hundred and Fifty Dollars (\$750.00).

20. Libelant J. F. McCulloch, in addition to his general damages herein alleged, specially alleges that on account of the [19] breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Hundred Dollars (\$300.00).

21. Libelant Wm. Zimmer, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port



of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

22. Libelant C. J. Leeds, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

23. Libelant J. P. Bush, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

24. Libelant C. F. Ashford, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

25. Libelant C. M. Ashford, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

26. Libelant E. A. Fox, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Hundred Dollars (\$300.00).

27. Libelant A. N. Casey, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Four Hundred Dollars (\$400.00).

28. Libelant Chas. Estmere, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

29. Libelant C. W. Keller, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Hundred Dollars (\$300.00).

30. Libelant R. T. Lamb, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Thousand Dollars (\$3,000.00).

That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

WHEREFORE, libelants pray process of attachment in due form of law, according to the course of this Honorable Court in cases of admiralty and maritime jurisdiction, and that the same may issue



against the said steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, and that the said Master ——— Conradi and all other persons having or pretending to have any right, title or interest therein may be cited to appear and answer all and singular the matters and things aforesaid; and that this Honorable Court would be pleased to pronounce for the damages aforesaid to each of said libelants; that said vessel, her boilers, engines, machinery, tackle, apparel [21] and furniture, may be condemned and sold to pay the same, with costs, and that the Court will grant to each of said libelants such other and further relief as to justice may appertain.

GEO. D. SCHOFIELD,  
Proctor for Libelants.

United States of America,  
District of Alaska,  
Port of Nome,—ss.

R. T. Lamb, being first duly sworn, according to law, says: That the matters stated in the foregoing libel so far as they are therein stated of his own knowledge are true, and so far as they are therein stated on information and belief derived from others, he believes them to be true; that affiant makes this affidavit for himself and his colibelants herein.

R. T. LAMB.

Subscribed and sworn to before me this 14th day of July, 1908.

[Notarial Seal]

L. F. THOMAS,  
Notary Public for Alaska.



[Endorsed]: Original. #110-Ad. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. Libel in Rem. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 14, 1908. Jno. H. Dunn, Clerk. By ———, Deputy. Geo. D. Schofield, Proctor for Libelants. McB. [22]

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*In the United States District Court for the District of Alaska, Second Division.*

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Penton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M.

Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W.M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Grief, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosco-vich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft,

H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, [23] Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather, and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

### **Monition and Attachment.**

The President of the United States of America, to the Marshal of the United States for the District of Alaska, Second Division, or any of his Deputies, Greeting:

WHEREAS, a libel hath been filed in the United States District Court, District of Alaska, Second



Division, on the 14th day of July, 1908, by the libelants above named for the reasons and causes in said libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made, and that all persons interested in the said steamship or vessel, her boilers, engines, machinery, tackle, apparel and furniture, may be cited in general and special to answer the premises, and all proceedings being had that the said steamship or vessel, her boilers, engines, machinery, tackle, apparel and furniture, [24] may for the causes in the said libel mentioned, be condemned and sold to pay the demand of the libelants.

YOU ARE THEREFORE HEREBY COMMANDED to attach the said steamship or vessel, her boilers, engines, machinery, tackle, apparel and furniture, and to retain the same in your custody until the further order of the Court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel, that they may be and appear before the said Court, to be held in the District of Alaska, Second Division, on the 1st day of August, A. D. 1908, at ten o'clock in the forenoon of the same day, if that day shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegation in that behalf. And what you shall have done in the premises do you then and there make return thereof, together with this writ.

WITNESS, the Honorable ALFRED S. MOORE,  
Judge of the said United States District Court, and  
the seal of the said Court, affixed this 14th day of  
July, 1908.

[Court Seal]

JNO. H. DUNN,  
Clerk of Said Court.  
By Angus McBride,  
Deputy.

GEO. D. SCHOFIELD,  
Proctor for Libelants. [25]

United States of America,  
District of Alaska,  
Second Division,—ss.

In obdeience to the attached Monition, I attached  
the S. S. “Ohio” therein described on the 14th day  
of July, 1908, and have given due notice to all persons  
claiming the same that this Court will on the 1st day  
of August, 1908 (if that day should be a day of juris-  
diction, if not on the next day of jurisdiction there-  
after), proceed to the trial and condemnation thereof,  
should no claim be interposed for the same. And  
that on the 21st day of July, 1908, I released the said  
vessel upon receiving a bond approved by attorney  
for plaintiffs.

T. C. POWELL,  
United States Marshal.  
By Jas. J. Stokes,  
Deputy.

MARSHAL’S COSTS:

1 Service .....	\$6.00
Expense .....	4.00
	<hr/>
	\$10.00

[Endorsed]: Original. #110. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. Monition and Attachment. Filed in the Office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 23, 1908. Jno. H. Dunn, Clerk. By \_\_\_\_\_, Deputy. Geo. D. Schofield, Proctor for Libelants. 2658. McB. [26]

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*In the United States District Court for the District  
of Alaska, Second Division.*

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkoff, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M.



Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Wiese, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton,

Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, [27] P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bodin, Mrs. P. S. Bodin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather, Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

**Stipulation for Costs.**

WHEREAS, a libel was filed in this Court on the 14th day of July, A. D. 1908, by above-named libelants against the steamship or vessel called the "Ohio," her tackle, apparel and furniture, for the reasons and causes in the said libel mentioned, and the said libelants and surety, the parties hereto, hereby consenting and agreeing that in case of de-



fault or contumacy on the part of the libelants or their surety, execution may issue against their goods, chattels and lands for the sum of Two Hundred and Fifty Dollars, conditioned that the said libelants above named shall pay all such costs as shall be awarded against them by this court, or in case of appeal, by the Appellate Court.

H. G. GORIN, SILVEY STUART, R. T. LAMB, Thomas Parker, Mary Green, David F. Stoy, Mrs. I. F. Garlick, Miss Pearl Garlick, Mrs. Maggie Lamb, Miss Nellie Murison, E. C. Tholstrup, Robert J. Monson, F. O. Whist, Louis Seltzer, M. C. Madison, P. S. Bodin, James E. Murphy, C. M. Burns, George Gold, [28] Mrs. F. L. Brous, Ethel Strout, C. W. Keller, W. F. Tasker, A. P. Tasker, Mr. Ralph D. Pomeroy, Mr. C. Durkopp, Chas Spannan, Henry Ross, F. R. Rowley, Jr., Cap H. Beveridge, B. H. Wile, Martin Foss, P. F. Greene, J. Sundquist, Elmer Claassen, Dan O'Leary, M. Holm, J. Ekberg, Ed Johnson, Ed Magnusson, Charles Gassar, John Ericson, W. M. Carlson, A. Johnson, Alfred Elsliger, Fred Larson, John Potee, M. A. Loudon, J. F. McCulloch, John H. Edwards, James W. Allan, Frank Gardner, Wash Longmire, Frederick Rennie, J. Greef, Wm. Greenberg, Henry Holst, Victor Widing, Emil Snell, Fred Nordin, Alfred Ostman, Erik Wiklund, Ira C. Brenton, Christ Funke, James Scales, F. A. Norgren, Jos. Curby, R. P. McDonald, John A. Gardiner, Adam Muri-



son, Louis Mellor, C. C. Crooks, Fred Oulet,  
Otto Fosback, James Price, Wm. Zimmer, R.  
Reginald Tunbridge, Geo. McClanahan,

Principals.

D. E. CROWLEY,

Surety.

Taken and acknowledged before me this 14th day  
of July, 1908.

[Notarial Seal]

GEO. D. SCHOFIELD,

Notary Public. [29]

District of Alaska,

Second Division,—ss.

D. E. Crowley, being duly sworn, says that he is  
worth the sum of Five Hundred Dollars over and  
above all his just debts and liabilities, and property  
exempt from execution.

D. E. CROWLEY.

Sworn to this 14 day of July, A. D. 1908, before  
me,

[Notarial Seal]

GEO. D. SCHOFIELD,

Notary Public for Alaska, Residing at Nome,  
Alaska.

[Endorsed]: Original. No. 110—Ad. In the  
United States District Court, District of Alaska,  
Second Division. R. T. Lamb et al., Libelants, vs.  
S. S. "Ohio," etc., Respondent. Stipulation. Filed  
in the Office of the Clerk of the Dist. Court of Alaska,  
Second Division, at Nome. Jul. 14, 1908. Jno. H.  
Dunn, Clerk. By ———, Deputy. Geo. D.  
Schofield, Proctor for Libelants. Ad. Bonds #1,  
page 309. Comp. McB. [30]

## Schedule "A."

*In the United States District Court for the District  
of Alaska, Second Division.*

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machin-  
ery, Tackle, Apparel and Furniture,

Respondent.

## FIRST-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
C. C. Crooks.....	\$300.00	\$750.00	\$1,050.00
Mrs. C. C. Crooks.....	300.00		300.00
S. C. Adams.....	300.00		300.00
Thomas Parker.....	300.00		300.00
Joseph Sliscovich.....	300.00		300.00
George McArthur... ..	300.00		300.00
Maggie McArthur.....	300.00		300.00
Mrs. W. H. Mitchell.....	300.00		300.00
Margaret Brady.....	300.00		300.00
Mrs. N. Howard.....	300.00		300.00
Ralph D. Pomeroy.....	300.00		300.00
Charles Durkopp.....	300.00		300.00
Ike M. Goldman.....	300.00		300.00
Mrs. Etta Goldman.....	300.00		300.00
David T. Stoy.....	300.00		300.00
R. T. Lamb.....	300.00	3,000.00	3,300.00
Mrs. R. T. Lamb.....	300.00		300.00
Joe Nellis.....	300.00		300.00
Mary Green.....	300.00		300.00

Names.	General Damage.	Special Damage.	Total.
Mrs. I. F. Garlick.....	\$300.00		\$300.00
Pearl Garlick.....	300.00		300.00
H. G. Gorin.....	300.00		300.00
C. W. Keller.....	300.00	\$300.00	600.00
Joseph Curby.....	300.00		300.00
Wm. Greenberg.....	300.00	500.00	800.00
J. J. Sullivan.....	300.00		300.00
Mrs. J. J. Sullivan.....	300.00		300.00
Sam Halzswerg.....	300.00		300.00
Mrs. Lue Halzswerg.....	300.00		300.00
Louise Wandt.....	300.00		300.00
L. G. Prigg.....	300.00		300.00
Mrs. L. G. Prigg.....	300.00		300.00
Paul Hoff.....	300.00		300.00
Robert J. Monson.....	300.00		300.00
Mrs. E. L. Brous.....	300.00		300.00
John Schafer.....	300.00		300.00
Geo. Mason.....	300.00		300.00
			<hr/> \$15,350.00

[31]

FIRST-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Brought forward....			\$15,350.00
Mrs. Geo. Mason.....	300.00		300.00
Nellie Murison.....	300.00		300.00
Mrs. H. G. Fenton.....	300.00		300.00
Ethel Strout.....	300.00		300.00
L. U. Stenger.....	300.00		300.00
S. Fenton.....	300.00		300.00
E. A. Thiele.....	300.00	1,000.00	1,300.00



Names.	General Damage.	Special Damage.	Total.
Samuel Kean.....	\$300.00	\$1,000.00	\$1,300.00
Wm. F. Tasker.....	300.00	500.00	800.00
Mrs. Ada P. Tasker.....	300.00		300.00
P. S. Bodin.....	300.00		300.00
Mrs. P. S. Bodin.....	300.00		300.00
Lawrence S. Kerr.....	300.00		300.00
E. J. Yetter.....	300.00	1,500.00	1,800.00
J. F. McCulloch.....	300.00	300.00	600.00
C. J. Leeds.....	300.00	500.00	800.00
J. P. Bush.....	300.00	500.00	800.00
C. F. Ashford.....	300.00	500.00	800.00
E. A. Fox.....	300.00	300.00	600.00
G. M. Ashford.....	300.00	500.00	800.00
A. N. Casey.....	300.00	400.00	700.00
M. M. Cather.....	300.00	4,000.00	4,300.00
Chas. Estmere.....	300.00	500.00	800.00
			<hr/> \$33,750.00

60-First Class. [32]

## SECOND-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Silvey Stuart.....	\$200.00	\$	\$200.00
E. C. Tholstrup.....	200.00		200.00
Chas. Spannan.....	200.00		200.00
Geo. McClanahan.....	200.00		200.00
J. O. Binder.....	200.00		200.00
Johan Nilsen.....	200.00		200.00
W. G. Smith.....	200.00		200.00
H. A. Sester.....	200.00		200.00
W. A. Boyce.....	200.00		200.00

Names.	General Damage.	Special Damage.	Total.
H. Beveridge .....	\$200.00		\$200.00
M. Holm.....	200.00		200.00
A. Cowan.....	200.00		200.00
James Forsythe.....	200.00		200.00
Oscar Schmidt.....	200.00		200.00
B. H. Wile.....	200.00		200.00
R. B. Smith.....	200.00		200.00
Henry Holst.....	200.00		200.00
O. S. Weaver.....	200.00		200.00
C. Brown.....	200.00		200.00
Elmer Claassen.....	200.00		200.00
Emil Snell.....	200.00		200.00
Henry Bern.....	200.00		200.00
Alfred Ortman.....	200.00		200.00
W. M. Carlson.....	200.00		200.00
Ed. Magnusson.....	200.00		200.00
John Norback.....	200.00		200.00
R. P. McDonald.....	200.00		200.00
Oscar Engstrom.....	200.00		200.00
L. T. Malarkey.....	200.00		200.00
M. Dannem.....	200.00		200.00
D. O'Leary.....	200.00		200.00
M. D. Reed.....	200.00		200.00
C. M. Burns.....	200.00		200.00
E. Wiklund.....	200.00		200.00
Adolf Melinder.....	200.00		200.00
Julius Carlson.....	200.00		200.00
P. A. Ostberg.....	200.00		200.00
Fred Nordin.....	200.00		200.00
Frank Gardner.....	200.00		200.00
E. Regner.....	200.00		200.00

Names.	General Damage.	Special Damage.	Total.
J. Ekberg.....	\$200.00		\$200.00
Denis Deasy.....	200.00		200.00
John H. Edwards.....	200.00		200.00
Tom Steininger.....	200.00		200.00
Victor Widing.....	200.00		200.00
Josef Mix.....	200.00		200.00
C. Johnson.....	200.00		200.00
Wm. Hyland.....	200.00		200.00
Geo. Gold .....	200.00	\$500.00	700.00
Fred Whist.....	200.00		200.00
Henry Ross.....	200.00		200.00
Fred A. Henton.....	200.00		200.00
M. C. Madison.....	200.00		200.00
Martin Foss.....	200.00		200.00
G. Holm.....	200.00		200.00
James E. Murphy.....	200.00		200.00
F. E. Morgan.....	200.00		200.00
Harry Waldman.....	200.00		200.00
L. Melander.....	200.00		200.00
Wm. Zimmer.....	200.00	500.00	700.00
			<hr/>
			\$13,000.00

[33]

## SECOND-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Brought forward....			\$13,000.00
Gust Anderson.....	\$200.00		\$200.00
H. C. Larson.....	200.00		200.00
Charles Gassar.....	200.00		200.00
J. Greef.....	200.00		200.00



Names.	General Damage.	Special Damage.	Total.
J. Weis .....	\$200.00		\$200.00
Otto Fosback.....	200.00		200.00
Axel Jakobson.....	200.00		200.00
Gust Johnson.....	200.00		200.00
F. J. Mitchell.....	200.00		200.00
Ed. Johnson.....	200.00		200.00
Wm. Johnson.....	200.00		200.00
Gust Lundquist.....	200.00		200.00
D. A. Gellatly.....	200.00		200.00
Terry Bagdalf.....	200.00		200.00
John Glukaich.....	200.00		200.00
A. S. Embree.....	200.00		200.00
W. A. Weise.....	200.00		200.00
Anthony Lewohl.....	200.00		200.00
Michele Pivich.....	200.00		200.00
Mayk Stopich.....	200.00		200.00
Peter Droscovich.....	200.00		200.00
Theodore Kossage.....	200.00		200.00
Frank Rutanich.....	200.00		200.00
Anton Marinich.....	200.00		200.00
Toro Plackovich.....	200.00		200.00
Milich Plackovich.....	200.00		200.00
Nikola Tornovich.....	200.00		200.00
Esten Koller.....	200.00		200.00
A. M. Andersen.....	200.00		200.00
Davit Kimari.....	200.00		200.00
Jack Dahl.....	200.00		200.00
William Yetter.....	200.00		200.00
Fred Oulet.....	200.00		200.00
Arthur Bellemore.....	200.00		200.00
W. H. Weaver.....	200.00		200.00

Names.	General Damage.	Special Damage.	Total.
W. R. Barnett.....	\$200.00		\$200.00
F. R. Pierson.....	200.00		200.00
Frank Lainell.....	200.00		200.00
Louis Scramaglia.....	200.00		200.00
Louis Seltzer.....	200.00		200.00
Max Berg.....	200.00		200.00
F. A. Norgren.....	200.00		200.00
M. Anderson.....	200.00		200.00
Ira C. Brenton.....	200.00		200.00
Andrew G. Taft.....	200.00		200.00
H. Marks.....	200.00		200.00
C. Shinbo.....	200.00		200.00
T. Yomanaka.....	200.00		200.00
Fey Oulet.....	200.00		200.00
James Rice.....	200.00		200.00
John Duguid.....	200.00		200.00
John A. Gardiner.....	200.00		200.00
Christ Frinke.....	200.00		200.00
Louis Mellor.....	200.00		200.00
H. W. Heine.....	200.00		200.00
J. Rogers.....	200.00		200.00
Geo. M. Blair.....	200.00		200.00
James Hirabayasti.....	200.00		200.00
Henry Anderson.....	200.00		200.00
Wash Longmire.....	200.00		200.00
Leonard Ferrier....	200.00		200.00
			<hr/> \$25,200.00

## SECOND-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Brought Forward.....			\$25,200.00
Frederick Rennu.....	\$200.00		200.00
S. Tojire.....	200.00		200.00
James W. Allan.....	200.00		200.00
Adam Murison.....	200.00		200.00
C. Carstens.....	200.00		200.00
H. Andersen.....	200.00		200.00
R. Wallace.....	200.00		200.00
J. Cokelody.....	200.00		200.00
Richard Wufahl.....	200.00		200.00
Kunpe Okabe.....	200.00		200.00
John Curson.....	200.00		200.00
Aloys Kallfeby.....	200.00		200.00
Mato Jovovich.....	200.00		200.00
Miho Tapovich.....	200.00		200.00
F. Mairmehi.....	200.00		200.00
P. F. Greene.....	200.00		200.00
J. Lundquist.....	200.00		200.00
James Scales....	200.00		200.00
Alfred Elsliger....	200.00		200.00
Fred Larsen.....	200.00		200.00
J. W. Taylor.....	200.00		200.00
John Potee.....	200.00		200.00
M. A. Loudon.....	200.00		200.00

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Total, Second-Class Passgrs.....\$29,800.00

“ First-Class “ ..... 33,750.00

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Total.....\$63,550.00

144 Second Class.



[Endorsed]: No. 110-Ad. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. "Schedule A." Showing First-class and Steerage Passengers with Damages Claimed Referred to in Libel. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 14, 1908. Jno. H. Dunn, Clerk. By \_\_\_\_\_, Deputy. Geo. D. Schofield, Proctor for Libelants. McB. [35]

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*In the District Court for the District of Alaska, Second Division.*

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan,

J. O. Binder, Johan Nielsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, KJ. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jacobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nickola Tornovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Piersen, Frank Lainell,



Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew C. Taft, H. Marksk, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovoich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, W. M. Tasker, [36] Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potte, M. A. Loudon, J. F. McCulloch, E. A. Fox, G. M. Ashford, A. N. Casey, C. J. Leeds, J. P. Bush, C. F. Ashford, M. M. Cather, and Chas. Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,  
Respondent.

**Answer [White Star Steamship Co.].**

To the Honorable ALFRED S. MOORE, Judge of the District Court, for the District of Alaska, Second Division:

The Answer of the WHITE STAR STEAMSHIP COMPANY, owner and claimant of the steamship



“Ohio,” to the libel of the above libelants against the steamship “Ohio,” Respondent.

1. It admits the allegation of Article 1 of the said libel, save and except that the home port of the steamship “Ohio” is the port of New York, State of New York; and further avers that the home port of the said steamship “Ohio” is the port of Seattle, State of Washington.

2. Admits the allegation of article 2 of the libel.

3. Admits the allegation of article 3 of the libel.

4. Denies each and every allegation of article 4 of the said libel. [37]

5. Denies each and every allegation of article 5 of the said libel.

6. Denies each and every allegation of article 6 of the said libel.

7. Denies each and every allegation of article 7 of the said libel.

8. Denies each and every allegation of article 8 of the said libel.

9. Admits the allegation of article 9 of the said libel.

10. Denies each and every allegation of article 10 of the said libel, save and except that each of the steerage passengers paid \$35.00 for their tickets; and denies further that each or any one of the said steerage passengers was injured in the sum of \$200.00 or at all.

11. Denies each and every allegation of article 11 of the said libel, save and except that each of the first-class passengers paid the sum of \$75.00 for their tickets; and further denies that each or any of the

said first class passengers were injured in the sum of \$300.00, or at all.

12. Denies that the libelant, E. A. Thiele, mentioned in article 12 of the said libel, suffered special damages in the sum of \$1,000.00, or any other sum, or at all.

13. Denies that the libelant, Samuel Kean, mentioned in article 13 of the said *libe*, suffered special damages in the sum of \$1,000.00, or any other sum, or at all. [38]

14. Denies that the libelant, E. J. Yetter, mentioned *of* article 14 of the said libel, suffered special damages in the sum of \$1,500.00, or in any other sum, or at all.

15. Denies that the libelant, M. M. Cather, mentioned *of* article 15 of the said libel, suffered special damages in the sum of \$4,000.00, or in any other sum, or at all.

16. Denies that the libelant, Wm. F. Tasker, mentioned in article 16 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

17. Denies that the libelant, Wm. Greenberg, mentioned in article 17 of the said libel, suffered special damages in the sum of \$500.00, or in any other sum, or at all.

18. Denies that the libelant, George Gold, mentioned in article 18 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

19. Denies that the libelant, C. C. Crooks, mentioned in article 19 of the said libel, suffered special

damages in the sum of \$750.00, or any other sum, or at all.

20. Denies that the libelant, J. F. McCulloch, mentioned in article 20 of the said libel, suffered special damages in the sum of \$300.00, or any other sum, or at all.

21. Denies that the libelant, Wm. Zimmer, mentioned in article 21 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

22. Denies that the libelant, C. J. Leeds, mentioned in article 22 of the said libel, suffered [39] special damages in the sum of \$500.00, or any other sum, or at all.

23. Denies that the libelant, J. P. Bush, mentioned in article 23 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

24. Denies that the libelant, C. F. Ashford, mentioned in article 24 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

25. Denies that the libelant, G. M. Ashford, mentioned in article 25 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

26. Denies that the libelant, E. A. Fox, mentioned in article 26 of the said libel, suffered special damages in the sum of \$300.00, or any other sum, or at all.

27. Denies that the libelant, A. N. Casey, mentioned in article 27 of the said libel, suffered special



damages in the sum of \$400.00, or any other sum, or at all.

28. Denies that the libelant, Chas. Estmere, mentioned in article 28 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

29. Denies that the libelant, C. W. Keller, mentioned in article 29 of the said libel, suffered special damages in the sum of \$300.00, or any other sum, or at all.

30. Denies that the libelant, R. T. Lamb, mentioned in article 30 of the said libel, suffered special damages in the sum of \$3,000.00, or any other sum, or at all. [40]

31. And the White Star Steamship Company, claimant herein, further answering, alleges:

That the White Star Steamship Company is a corporation organized and existing under the laws of the State of Washington.

That it is the sole owner of the said steamship "Ohio"; and was the sole owner at all the times mentioned in the said libel.

32. And claimant further avers that when the said steamship "Ohio" left the port of Seattle, on the first day of June, 1908, for the port of Nome, the said steamship was tight, strong and seaworthy, and was capable of making said voyage and safely landing the said libelants at said port of Nome. And claimant further avers that it did land all the said libelants safely at the port of Nome on the morning of the 11th of July, 1908.

33. And claimant further avers that the said

steamship "Ohio" on the 8th day of June, 1908, while proceeding on her voyage on her course to the port of Nome, struck large fields of ice near Nunivak Island; that she proceeded with due diligence through the said fields of ice as was consistent with safety to the passengers and the said steamship "Ohio." That the ice in Bering Sea was of such great quantity and such great thickness and compactness that at places it was impossible for a passenger ship at that time to safely go through the said ice pack to the port of Nome without great danger to the safety of the lives of the passengers and without great danger and injury and loss to the said steamship "Ohio." That during the months of June and July, 1908, the quantity and thickness of ice in the Bering Sea was far in excess of the usual amount that is found in the Bering Sea during that season of the year. [41]

34. And claimant further avers that on the 28th day of June, 1908, while the said steamship "Ohio" was laying off St. Lawrence Island at anchor, by reason of the fact that there was an impassible barrier of ice between the said steamship "Ohio" and the port of Nome, and it appearing to the captain that it might be days, weeks or months before he would be able to reach the port of Nome, he determined to place the passengers on two meals a day as a precautionary measure for the future; and that for a period of six or seven days he instructed the steward to serve only two meals a day, breakfast and dinner; that there was no limitation on the amount of food that each or all of the passengers could have



at these two meals, and no passenger was injured thereby, or suffered at all for want of food.

35. And claimant further avers that each first-class passenger made and entered into a contract in writing, a copy of which is hereto annexed marked Exhibit "A"; that a contract containing the conditions in Exhibit "A" was signed by each and all of the first-class passengers, and the conditions therein mentioned were the conditions under which the said steamship "Ohio" transported each and all of the said first-class passengers to the port of Nome.

36. And claimant further avers that each and every steerage passenger made and entered into a contract in writing, a copy of which is hereto annexed, marked Exhibit "B," and made a part of this answer; that a contract containing the conditions therein mentioned was signed by each and all of the steerage passengers, and the conditions therein mentioned were the conditions under which the said steamship "Ohio" transported each [42] and all of the said steerage passengers to the port of Nome.

37. And claimant further avers that each first-class and steerage passenger agreed to the following condition in the said contracts as set forth in Exhibits "A" and "B," to wit:

"The holder of this ticket agrees that if he shall be injured or damaged by the doing of, or the failure or omission to do any act or thing by the Company, the vessel, or the officers or employees of either, he will make complaint thereof in writing to the master or purser of the steamer, stating the particulars in which he



claims to be damaged or aggrieved, within twenty-four hours after the damage or injury has occurred.”

38. And claimant further avers that no one of the above libelants made any complaint in writing to any agent, master or purser of the steamer within twenty-four hours after the alleged damage or injury occurred.

39. Claimant further avers that due care had been exercised in the selection of master and other officers of the said vessel by the said claimant.

And, therefore, this claimant, the White Star Steamship Company, prays that this Honorable Court will pronounce against the demands of the libelants, and each and all of them, in this libel above mentioned, with costs.

DUDLEY DuBOSE,

Proctor for Claimant. [43]

United States of America,

District of Alaska,—ss.

C. G. Conradi, being first duly sworn, deposes and says, that he is the master of the steamship “Ohio,” Respondent in the above-entitled libel; that he has read the foregoing answer of the claimant, the White Star Steamship Company, owner and claimant of the steamship “Ohio,” knows the contents thereof, and believes the same to be true.

C. G. CONRADI.

Subscribed and sworn to before me this 20th day of July, 1908.

[Notarial Seal] HARRY Y. FREEDMAN,

Notary Public in and for the District of Alaska.

[44]

**Exhibit "A" [to Answer of White Star S. S. Co.].**

Issued by

**WHITE STAR STEAMSHIP COMPANY.**

Good for one **FIRST-CLASS** passage  
as indicated

When properly signed and witnessed.

Ticket and *Cupon*, or Coupons attached, subject to limitations as specified thereon and to the following Contract, which Purchaser agrees to.

If punched for half fare, this ticket is good only for a child under 12 years of age.

This ticket is void if not officially stamped.

The Company may decline to honor this ticket unless signed by the purchaser, in ink, or if more than one date is shown, or if it shows alterations by erasure or otherwise.

This ticket is not **TRANSFERABLE**, and the holder will prove his (or her) identity as the original purchaser of this ticket by writing his, or her, signature, and by other means if necessary, when requested by Agents or Purser, otherwise it may be taken up, cancelled and full fare collected.

In selling tickets, coupons or orders over other lines in connection with this ticket and checking baggage hereon, this Company acts as Agent and shall not be responsible beyond ship's side on its own line.

Coupons to be detached by Purser only.

Baggage liability is limited to wearing apparel only.

Each full ticket is allowed 150 pounds of Baggage free, and not exceeding \$100 in valuation, and half



tickets in like proportion. All exceeding this weight and [45] valuation will be charged for; but the Vessel, her owners or charterers shall not be held accountable for Merchandise, Notes, Bonds, Documents, Specie, Bullion, Jewelry or similar Valuables, nor Stores to be landed, under the designation of Baggage, unless bills of Lading are regularly signed and Freight paid thereon; and under no consideration shall the vessel, her owners or charterers be held responsible in case of loss of, or damage to Baggage for over one hundred dollars, unless extra charge has been paid on the excess valuation. In no case shall the vessel, her owners or charterers, be liable unless baggage is checked or placed in the custody of the purser or his assistants, and a receipt or check for the same given by the purser or his assistants.

Should any occurrence prevent the vessel, from leaving at the appointed time, the vessel, by her owners or charterers, shall not be held responsible for the maintenance of Passengers, nor for any loss resulting from such delay; and in the case of the substitution of any other vessel, the Company reserves the right to re-berth the Passengers by its Agents or Pursers.

In the event of the loss or detention of the Vessel during the voyage, the vessel, her owners or charterers shall not be held responsible for damage resulting from errors or faults in the management or navigation of the vessel, or accidents of navigation, or dangers of the seas; neither shall said vessel, her owners or charterers be under any obligation to for-



ward passengers to their destination by any other conveyance or line, nor refund the amount of passage.

If the purchaser of this ticket cannot, for any reason, be safely landed at the port of destination, whenever [46] the vessel arrives thereat, or before its arrival the same has been reasonably ascertained by inquiry from persons supposed to be informed, then the purchaser may be landed at the next port which can be safely and conveniently reached by the vessel upon the then voyage, before or after the port of destination, and at which landing can be safely made, and the master of the vessel shall be sole judge of such port of landing, and the landing of the purchaser and his freight or baggage at such port shall be considered a full and complete compliance with this contract.

The Company is not responsible for care and maintenance of passengers at ports of transfer to connecting steamers or lines.

The holder of this ticket agrees that if he shall be injured or damaged by the doing of, or the failure or omission to do any act or thing by the Company, the vessel, or the officers or employees of either, he will make complaint thereof in writing to the master or purser of the steamer, stating the particulars in which he claims to be damaged or aggrieved, within twenty-four hours after the damage or injury has occurred. Failure to make such complaint shall operate as and be a waiver and relinquishment of all claim and demand for damages arising or to arise from or which may be occasioned by any such act or

default, or from the continuance thereof, and may be pleaded in bar of any suit or action brought to recover any such damages.

No agent or Employee has any power to modify or waive in any manner any of the conditions named in this contract. [47]

The purchaser of this ticket is requested to read the above contract before leaving the Company's office. If any of the clauses therein are found objectionable, passage money will be refunded on surrender of ticket to ticket agent on date of purchase.

I agree to all the terms and conditions hereof.

Signature.....,  
(Sign in Ink.)                      Purchaser.  
Witness.....;  
Ticket Agent.

In case of error on part of Agents or Pursers, or question of doubt between purchaser and Agents or Pursers, pay latter's claim, take his receipt, and all errors and irregularities reported to the General Office will receive prompt attention.

FRANK WATERHOUSE,  
President.

Form W. S. A. 1.

IMPORTANT NOTICE—READ YOUR TICKET.

No. 3681.      Worthless if detached.      If half  
                 SEATTLE                                  1½  
                 to                                  Punch Here.

## NOME ANCHORAGE.

Good only on Steamer and Voyage, and to cover accommodations as specified herein, and conditions named in contract.

## Baggage Checked.

S. S. "Ohio."

Room

Berth

Voy. 18.

Amt. \$75.00.

FIRST CLASS.

[48]

**Exhibit "B" [to Answer of White Star S. S. Co.].**

Issued by

# WHITE STAR STEAMSHIP COMPANY

Good for One STEERAGE Passage  
as indicated

When properly signed and witnessed.

Ticket and Coupon, or *Coupon* attached, subject to limitations as specified thereon and to the following contract, which Purchaser agrees to.

If punched for Half Fare, this ticket is good only for a child under 12 years of age.

This ticket is void if not officially stamped.

The Company may decline to honor this ticket unless signed by the purchaser, in ink, or if more than one date is shown, or if it shows alterations by erasure or otherwise.



This ticket is NOT TRANSFERABLE, and the holder will prove his (or her) identity as the original purchaser of this ticket by writing his, or her, signature, and by other means if necessary, when requested by Agents or Purser, otherwise it may be taken up, cancelled and full fare collected.

In selling tickets, coupons or orders over other lines in connection with this ticket and checking baggage hereon, this Company acts as Agent and shall not be responsible beyond ship's side on its own line.

Coupons to be detached by Purser only.

Baggage liability is limited to wearing apparel only.

Each full ticket is allowed 150 pounds of Baggage free, and not exceeding \$100 in valuation, and half [49] tickets in like proportion. All exceeding this weight and valuation will be charged for; but the Vessel, her owners or charterers shall not be held accountable for Merchandise, notes, Bonds, Documents, Specie, Bullion, Jewelry or similar Valuables, nor Stores to be landed, under the designation of baggage, unless Bills of Lading are regularly signed and Freight paid thereon; and under no consideration shall the vessel, her owners or charterers be held responsible in case of loss of, or damage to, Baggage for over one hundred dollars, unless extra charge has been paid on the excess valuation. In no case shall the vessel, her owners or charterers, be liable unless baggage is checked or placed in the custody of the purser or his assistants, and a receipt or check for the same be given by the Purser or his assistants.

Should any occurrence prevent the vessel from leaving at the appointed time, the vessel, her owners or charterers, shall not be held responsible for the maintenance of Passengers, nor *from* any loss resulting from such delay; and in the case of the substitution of any other Vessel, the Company reserves the right to re-berth the Passengers by its Agents or Purser.

In the event of the loss or detention of the Vessel during the voyage, the vessel, her owners or charterers shall not be held responsible for damage resulting from errors or faults in the management or navigation of the vessel, or accident of navigation, or dangers of the seas; neither shall said vessel, her owners or charterers be under any obligation to forward passengers to their destination by any other conveyance or line, nor refund the amount of the passage. [50]

If the purchaser of this ticket cannot, for any reason, be safely landed at the port of destination, whenever the vessel arrives thereat, or before its arrival the same has been reasonably ascertained by inquiry from persons supposed to be informed, then the purchaser may be landed at the next port which can be safely and conveniently reached by the vessel upon the then voyage, before or after the port of destination, and at which landing can be safely made, and the Master of the vessel shall be sole judge of such port of landing, and the landing of the purchaser and his freight or baggage at such port shall be considered a full and complete compliance with this contract.



The Company is not responsible for care or maintenance of passengers at ports of transfer to connecting steamers or lines.

The holder of this ticket agrees that if he shall be injured or damaged by the doing of, or the failure or omission to do any act or thing by the Company, the vessel, or the officers or employees of either, he will make complaint thereof in writing to the Master or purser of the steamer, stating the particulars in which he claims to be damaged or aggrieved, within twenty-four hours after the damage or injury has occurred. Failure to make such complaint shall operate as and be a waiver and relinquishment of all claim and demand for damages arising or to arise from or which may be occasioned by any such act or default, or from the continuance thereof, and may be pleaded in bar of any suit or action brought to recover any such damages.

No agent or Employee has any power to modify or waive in any manner any of the conditions named in this [51] contract.

The purchaser of this ticket is requested to read the above contract before leaving the Company's office. If any of the clauses therein are found objectionable, passage money will be refunded on surrender of ticket to ticket agent on date of purchase.

I agree to all the terms and conditions hereof.

Signature .....  
(Sign in Ink) Purchaser.

Witness .....  
Ticket Agent.



In case of error on part of Agents or Pursers, or question of doubt between Purchaser and Agents or Pursers, pay latter's claim, take his receipt, and all errors and irregularities reported to the General Office will receive prompt attention.

FRANK WATERHOUSE,  
President.

Form W. S. A. 3.

**IMPORTANT NOTICE—READ YOUR TICKET.**

No. 4451.	Worthless if detached.	If half
	Seattle	1/2
	to	Punch Here
NOME.		

Good only on Steamer and Voyage, and to cover accommodations as specified herein, and Conditions in Contract.

Baggage  
Checked.

S. S. "Ohio."

Voy. 18.	Amt. \$35.	STEERAGE.
[52]		

[Endorsed]: Admr. Case No. 110. In the District Court for the District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. Answer of Claimant White Star Steamship Co. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 21, 1908. Jno. H. Dunn, Clerk. By ———, Deputy. L. Dudley DuBose, Esq., Proctor for Claimant. [53]

*In the District Court for the District of Alaska,  
Second Division.*

C. C. CROOKS, R. T. LAMB, Mrs. R. T. LAMB, S. C. Adams, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nielsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Me-

linder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jacobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anothony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nickola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew C. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Goe. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, 2Adam Murison, C. Carstens, H. Andersen, R.



Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, [54] Mato Jovoich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Alda P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather, and Chas. Estmere,

Libelants,

**vs.**

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,  
Respondent.

**Claim.**

To the Honorable ALFRED S. MOORE, Judge of the District Court for the District of Alaska, Second Division.

C. G. Conradi, Master of the steamship "Ohio," now within the District of Alaska, Second Division, for and on behalf of the White Star Steamship Company, a corporation, duly organized and existing under the laws of the State of Washington, owner of the vessel called the "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, intervening for interest in said vessel, her boilers, engines, machinery, tackle, apparel and furniture, appeared before this Honorable Court and claims said vessel, her boilers, engines, machinery, tackle, apparel and furniture, and states, that the White Star Steam-

ship Company, a corporation organized and existing under the laws of the State of Washington, is the true and *bona fide* owner thereof. [55]

Wherefore this claimant prays that this Honorable Court will be pleased to decree restitution of the same to it, and otherwise right and justice to administer in the premises.

C. G. CONRADI,  
Master.

United States of America,  
District of Alaska,—ss.

The said C. G. Conradi, being duly sworn, deposes and says: That no other person except the said White Star Steamship Company, a corporation organized and existing under the laws of the State of Washington, is the owner of the said vessel, her boilers, engines, machinery, tackle, apparel and furniture, or any part thereof, and this affiant is the Master of said vessel and the lawful bailee thereof on behalf of the said owner.

C. G. CONRADI.

Subscribed and sworn to before me this 17th day of July, 1908.

[Notarial Seal] HARRY Y. FREEDMAN,  
Notary Public for Alaska.

[Endorsed]: Admr. Case No. 110. In the District Court for the District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. Steamship "Ohio," etc., Respondent. Claim. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 21, 1908. Jno. H. Dunn,

Clerk. By \_\_\_\_\_, Deputy. L. \_\_\_\_\_,  
Attorney for \_\_\_\_\_. [56]

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*In the District Court for the District of Alaska,  
Second Division.*

Case No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Ma-  
chinery, Tackle, Apparel and Furniture,  
Respondent.

**Stipulation.**

IT IS HEREBY STIPULATED that the above-named vessel may be released from custody herein upon the filing of a bond in the sum of SEVENTY THOUSAND DOLLARS, with Cabell Whitehead and E. E. Ailes and F. H. Thatcher as sureties. It is hereby stipulated that the *sureties* need not qualify as to their sufficiency; and approval of said bond by the Court or Collector of Customs or U. S. Marshal is hereby waived.

Dated this 20th day of July, 1908.

GEO. D. SCHOFIELD,

Proctor for Libelants.

DUDLEY DuBOSE,

Proctor for Intervener.

[Endorsed]: Original. Case No. 110—Ad. In the District Court for the District of Alaska, Second Division. C. C. Crooks et al., *Plaintiff*, vs. Steam-



ship "Ohio," Defendant. Stipulation for Release. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 21, 1908. Jno. H. Dunn, Clerk. By \_\_\_\_\_, Deputy. \_\_\_\_\_, Attorney for \_\_\_\_\_. McB. [57]

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*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, Regular 1910 Term, begun and held at the Town of Nome, in said District and Division, Commencing January 24, 1910.

Saturday, October 22, 1910, at 10 A. M.

Court convened pursuant to adjournment.

Present: Hon. CORNELIUS D. MURANE, Judge.

John Sundback, Clerk.

T. M. Reed, Deputy Clerk.

Bernard S. Rodey, U. S. Attorney.

Thos. C. Powell, U. S. Marshal.

Now upon the convening of Court the following proceedings were had:

**[Order Associating Mr. Fuller as Proctor for White  
Star S. S. Co.].**

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

On motion Mr. F. E. Fuller was associated as proctor for the claimants herein, the White Star Steamship Co. [58]

[Minutes—August 4, 1911—Trial, etc.]

*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, General 1911 Term, beginning  
February 1, 1911.

Friday, August 4, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,  
Presiding.

Upon the convening of court the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO," etc.

This being the hour set for the trial of this cause, the libelants appeared by their proctor, Geo. D. Schofield, and claimant by its proctor, F. E. Fuller, and announced themselves ready to proceed with the trial of this action. A statement was made to the Court by Geo. D. Schofield, proctor for the libelants, and F. E. Fuller, proctor for the claimant. R. W. J. Reed was called, sworn and testified on behalf of libelants.

A tabulated statement of the arrival and departure of vessels to and from the port of Nome during the months of July and August, 1908, together with their tonnage, etc., was offered in evidence on behalf of libelants, received and filed, and marked Exhibit No. 1.

Lawrence S. Kerr was sworn and testified on behalf of libelants until the hour of 12 M., when court adjourned until the hour of 2 P. M., with Lawrence S. Kerr on the witness-stand on cross-examination.

2 P. M.

110-A.

CROOKS et al.

vs.

S. S. "OHIO," etc.

The trial of this cause before the Court was resumed, with proctors for libelants and claimant present as before.

The cross-examination of Lawrence S. Kerr was resumed and concluded.

R. W. J. Reed was recalled by the libelants for cross-examination.

The following protests filed in the custom-house were offered in evidence, received and filed, and marked as exhibits, it being stipulated that copies may be substituted in behalf of the original protests, as follows:

The protest of C. J. Hannah, made June 22, 1908, before A. J. Beecher, with reference to the S. S. "Umatilla," same being marked Exhibit "A."

The protest of Thomas Riley, master of S. S. "Senator," taken before A. J. Beecher, a notary public, on the 16th day of June, 1908, same being marked Exhibit "B."

The protest of T. Williams, master of the British S. S. "Beechley," taken before Inez Huntoon, on the



5th day of July, 1908, same being marked Exhibit "C."

The protest of John Truebridge, master of the S. S. "Northwestern," entered before A. J. Beecher, notary public, on the 19th day of June, 1908, same being marked Exhibit "D."

The protest of W. P. S. Porter, master of the S. S. "Victoria" entered before John T. Reed, on the 16th day of June, 1908, same being marked Exhibit "E."

The protest of H. E. Soule, master of the S. S. "Olympia" entered before John T. Reed, notary public, on the 16th day of June 1908, same being marked Exhibit "F." [59]

The protest of F. S. Meady, master of the S. S. "Mackinaw," entered before John T. Reed, notary public, on the 10th day of July, 1908, same being marked Exhibit "G."

The protest of John A. O'Brien, entered before John T. Reed, notary public, on the 19th day of June, 1908, same being marked Exhibit "H."

The protest of R. M. Hern, master of the S. S. "Greenwich," entered before Harry Y. Freedman, notary public, on the 22d day of July, 1908, same being marked Exhibit "I."

The protest of John Alwen, master of the S. S. "Hyades," entered before John T. Reed, on the 22d day of June, 1908, same being marked Exhibit "J."

W. A. Boyce, Mrs. C. Crooks, Mrs. A. N. Casey and Hugh Beveridge were each sworn and testified in behalf of the libelants, and further proceedings were continued until ten o'clock to-morrow morning.

**[Minutes—August 5, 1911—Trial (Resumed).]**

*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, General 1911 Term, beginning  
February 1, 1911.

Saturday, August 5, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,  
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed with proctor for the libelants and claimant present as before.

Wm. McManus, J. D. Flanigan and Samuel Kean were each sworn and testified on behalf of libelants.

A ticket issued by the White Star S. S. Co., being numbered 4442, for passage on the S. S. "Ohio" from Seattle to Nome, was offered in evidence on behalf of the claimant, received and filed, and marked Exhibit "K."

2 P. M.

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed, with proctors for the libelants and claimant present as before.

The deposition of Andrew J. Henderson was offered and read in evidence on behalf of libelants by Geo. D. Schofield, proctor for the libelants.

Mr. Geo. D. Schofield, proctor for libelants A. N. Casey and Samuel Kean, moved the Court to amend paragraphs 13 and 27 of the libel by inserting statements as to special damages respectively suffered by each, by substitution of allegations in regard thereto, and the Court, having considered the same, allowed the amendment in part only as to paragraph 13, and allowed the amendment offered in whole as to paragraph 27.

Mr. Geo. D. Schofield thereupon offered in evidence, with the privilege of substituting a copy thereof, the ship's manifest now on file in the custom-house, showing the provisions carried in cargo by the S. S. "Ohio" on her first voyage in the year 1908, and the Court, having considered the offer, denied the same because the matters therein contained were covered already by the evidence.

Thereupon the libelants rested.

Mr. F. E. Fuller, proctor for the claimant, moved that the libel be dismissed as to all the libelants except Lawrence S. Kerr, A. N. Casey, Mrs. C. C. Crooks, W. A. Boyce, Samuel Kean and Hugh Beveridge, and after argument of counsel the Court, having considered said motion, denied the same.

Thereupon Mr. Fuller, proctor for the claimant, offered and read in evidence the deposition of E. J. Burke and F. B. Tracey on direct examination, and Geo. D. Schofield, proctor for the libelants on cross-examination.



It was stipulated in open court that all the tickets attached to the deposition of F. B. Tracey correspond to the ticket of Samuel Kean, heretofore offered in evidence, as to the stipulations and agreements mentioned therein. [61]

The deposition of Capt. Bodfish, Thomas Williams, R. M. Hern, J. T. Truebridge, Frank Waterhouse, J. Richard Lane, W. P. Pritchard and Capt. John Jorgensen were each offered and read in evidence on direct examination on behalf of claimant by F. E. Fuller, proctor for the claimant, and on cross-examination by Geo. D. Schofield, proctor for the libelants, on behalf of the libelants.

At 5 P. M. Court adjourned until 9 A. M., Monday, August 7, 1911. [62]

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[**Minutes—August 7, 1911—Trial (Resumed).**]

*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, General 1911 Term, beginning  
February 1, 1911.

Monday, August 7, 1911, at 9 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,  
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed, with proctors for libelants and claimant present as before.

The depositions of W. S. Porter, John O'Brien, C. W. Riley, James B. Patterson, John T. Hoffman, D. H. Jarvis, B. B. Whitney, James Fowler and S. P. Gibbs were offered and read in evidence by F. E. Fuller, for the claimant, on direct examination, and Geo. D. Schofield, for the libelants, on cross-examination.

Portions of the deposition of C. G. Conradi on direct examination and all the cross-examination was offered and read in evidence by F. E. Fuller on behalf of claimant.

A list of provisions purchased in Dutch Harbor by the steward of the S. S. "Ohio" on July 3, 1908, and attached to the deposition of W. S. Porter et al. was offered in evidence on behalf of claimant and received and filed, and marked Exhibit "L." A copy of the log-book of the S. S. "Ohio," on the first trip from Seattle to Nome, 1908, being fifty pages attached to the depositions of W. S. Porter et al. was offered in evidence on behalf of claimant, received and filed, and marked Exhibit "M."

A copy of the marine survey of the S. S. "Ohio" filed in the custom-house at St. Michael, July 14, 1908, was offered in evidence on behalf of claimant, and received and filed, and marked Exhibit "N."

And thereupon the claimant rests, except should the Court deem the quality of the food to be material under the allegations of the libel, claimant gave notice that it would hereafter apply to submit evidence on that point.

Mr. Geo. D. Schofield, proctor for the libelants, offered and read in evidence the portions of the deposition of C. G. Conradi omitted by F. E. Fuller, proctor for the claimant, and both parties rested and the testimony closed, except as heretofore noted as to the testimony on the quality of the food furnished the passengers of the S. S. "Ohio."

The Court directed briefs to be filed by the proctors for the parties hereto and allowed oral arguments to be made.

2 P. M.

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed, and arguments made to the Court by Geo. D. Schofield for the libelants and F. E. Fuller for the claimant.

During the course of the argument of Mr. F. E. Fuller, he moved that the record show that the Honorable Judge of this court stated in open court that he was on the first trip of the S. S. "Northwestern" in June, 1908, to Nome, and that the statements made by C. G. Conradi in his deposition to the effect that the S. S. "Northwestern" on said trip was on top of the ice could not be believed by him, which motion was granted, and it was ordered that the record so show. [63]



[Minutes—August 8, 1911—Trial (Resumed).]

*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, General 1911 Term, beginning  
February 1, 1911.

Tuesday, August 8, 1911, at 9 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,  
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

Mr. F. E. Fuller presented to the Court the marine protest of John Truebridge, taken before T. M. Clowes on July 15, 1908, and the marine protest of H. H. Bodfish, taken before O. D. Cochran, July 22, 1908, inadvertently omitted from the evidence herein, and proctor for the libellants consenting thereto, they were received and filed as Exhibit "J-1" and Exhibit "J-2." [64]

**[Minutes—October 30, 1911—Re Decision, etc.]**

*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, General 1911 Term, beginning  
February 1, 1911.

Monday, October 30, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,  
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

C. C. CROOKS et al.

vs.

Steamship "OHIO."

The Court rendered its decision and findings in favor of libelants. That the libelants testifying, W. A. Boyce, Mrs. Casey, Mrs. Crooks, Hugh Beveridge and Samuel Kean, are entitled to such damages as the testimony shows that they sustained on account of the steamship "Ohio" not following the Revenue Cutter "Bear" into Nome. That there was no excuse for the delay of eleven days after that time. That all of the libelants are entitled to damages in double fare on account of violation of carriage contract, the ship not being properly provisioned and passengers being unnecessarily kept on two meals per day for a considerable time.

The libelant Cather cannot recover for depreciation of his goods shipped.

The proctor for libelants is allowed a fee of \$10.00 for each libelant. [65]

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*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, General 1911 Term, beginning  
February 1, 1911.

Saturday, November 11, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,  
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

C. C. CROOKS et al.

vs.

S. S. "OHIO."

Mr. Geo. D. Schofield presented findings and decree in the above-entitled cause, which were signed by the Court and filed. Upon motion of Mr. T. M. Reed, defendant was allowed three days to file exceptions thereto, and was granted sixty days stay of execution.

Thereupon Court adjourned until 10 A. M. Monday, November 13, 1911. [66]



*In the United States District Court for the District  
of Alaska, Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,  
Thomas Parker, Joseph Sliscovich, George  
McArthur, Maggie McArthur, Mrs. W. H.  
Mitchell, Margaret Brady, Mrs. N. Howard,  
Ralph D. Pomeroy, Charles Durkopp, Ike M.  
Goldman, Mrs. Etta Goldman, David T. Stoy,  
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis,  
Mary Green, Mrs. I. F. Garlick, Pearl Gar-  
lick, H. G. Gorin, C. W. Keller, Joseph Curby,  
Wm. Greenberg, J. J. Sullivan, Mrs. J. J.  
Sullivan, Sam Halzswerg, Mrs. Lue Halz-  
swerg, Louise Wandt, L. G. Prigg, Mrs. L. G.  
Prigg, Paul Hoff, Robert J. Monson, Mrs. E.  
L. Brous, John Schafer, Geo. Mason, Mrs.  
Geo. Mason, Nellie Murison, Mrs. H. G. Fen-  
ton, Ethel Strout, L. U. Stenger, S. Fenton,  
W. A. Thiele, Samuel Kean, Silvey Stuart,  
E. C. Tholstrup, Chas. Spannan, Geo. McClan-  
ahan, J. O. Binder, Johan Nilsen, W. G.  
Smith, H. A. Sester, W. A. Boyce, H. Bever-  
idge, M. Holm, A. Cowan, James Forsythe,  
Oscar Schmidt, B. H. Wile, R. B. Smith,  
Henry Holst, O. S. Weaver, C. Brown, Elmer  
Claassen, Emil Snell, Henry Bern, Alfred  
Ortman, W. M. Carlson, Ed. Magnusson, John  
Norback, R. P. McDonald, Oscar Engstrom,  
L. T. Malarkey, M. Dannem, D. O'Leary, M.  
D. Reed, C. M. Burns, E. Wiklund, Adolf  
Melinder, Julius Carlson, P. A. Ostberg, Fred

Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl,

Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, [67] James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

### **Findings of Fact and Conclusions of Law.**

This cause came on to a trial before the Court sitting in admiralty on the 4th day of August, 1911, Geo. D. Schofield, Esq., appearing as proctor for libelants, and F. E. Fuller, Esq., appearing as proctor for the steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, and the White Star Steamship Company, owner and claimant of said vessel, and the taking of oral and documentary evidence was concluded on the 7th day of August, 1911, and said cause argued orally to the Court on said last-named date, and by the Court directed to be further submitted on the written briefs of libelants and claimant, and said written briefs of libelants and claimant having been duly submitted to the Court, and the Court having had said cause under advisement until October 30th, 1911, on said date



rendered an oral decision in said cause finding for the libelants, and that the libelants Lawrence Kerr, W. A. Boyce, A. N. Casey, Mrs. C. C. Crooks, Hugh Beveridge and [68] Samuel Kean, are entitled to such damage as the testimony shows they have sustained on account of the steamship "Ohio" not following the Revenue Cutter "Thetis" into the port of Nome; that there was no excuse of the delay of ten days after that time; that all of the libelants are entitled to damages in double fare, with interest, on account of the violation of the carriage contract, the ship being unseaworthy and not properly provisioned, and the passengers being unnecessarily kept upon two meals a day, for more than one week; that proctor for libelants be allowed a fee of ten dollars for each libelant.

And now said cause coming on further for a decision upon the merits, and in conformity with the evidence adduced upon the trial, and supplementary to the oral opinion of the Court announced herein, the Court now makes the following Findings of Fact in said cause as supported by the evidence:

#### FINDINGS OF FACT.

1. That during the year 1908 the steamship "Ohio" was an American vessel whose official number was 19,376 of 2,072 net tons burden, built during the year 1873 at Philadelphia, Pa., and during the months of June and July, 1908, was a common carrier by water of passengers, baggage and freight, as an ocean-going vessel between the port of Seattle, in the State of Washington and the sub-port of Nome, in the District of Alaska, and at the time of the filing

of the libel herein, on to wit, July 14th, 1908, was lying in the roadstead opposite the sub-port of Nome, Alaska, within a marine league of shore, and within the jurisdiction of this Court.

2. That on or about the 1st day of June, 1908, at the port of Seattle, Washington, each of the libelants in this action purchased from the duly authorized agent of said vessel a ticket entitling each libelant to a passage on said vessel [69] from the port of Seattle to the sub-port of Nome, Alaska, paying for said tickets Seventy-five Dollars (\$75.00) and Thirty-five Dollars (\$35.00), respectively, for first-class accommodations, and second-class accommodations, and transportation, with board, between said ports, and each of said libelants were received on board said vessel on a voyage commencing at Seattle on June 1st, 1908, and terminating at Nome, Alaska, on July 11th, 1908, and made said trip on said voyage.

3. That under said tickets and respective contracts of carriage, the owners, officers and agents of said vessel warranted that said ship was a seaworthy vessel and capable of making said voyage between said ports, in the usual, ordinary and customary way, time and manner as other vessels of like class made said voyage, and that ample provision had been made for a sufficient quantity of good and wholesome food for said passengers on said voyage, and that due care had been made in the selection of a master and other officers of said vessel to safely transport said libelants between said ports and safely land them at the port of Nome, in the usual, ordinary



and customary way, time and manner as other vessels of like *clas* on said voyage.

4. That said vessel was unseaworthy upon the date of the commencement of said voyage, and during said voyage, and was incapable of making said voyage in the usual, ordinary and customary way, time and manner of other vessels of like *clas* on said run, in that the plates in the hull of said vessel at and near her water-line were old, brittle, scaled and thin, and on that account, said vessel was not a seaworthy vessel on said voyage on said run capable of coping with the usual and ordinary ice conditions met with in Bering Sea by vessels sailing from Seattle to Nome in the month of June, all of which, the owners, officers and agents of said vessel at all times well [70] knew, at and prior to the sailing of said vessel from Seattle, and during said entire voyage, and of which said facts libelants were wholly unaware at the time of embarking on said voyage.

(a) That during said voyage, and when said vessel was not under way, but drifting, the top of a floating cake of ice about one hundred feet away from said vessel, toppled off of the main cake, and of *it* own momentum, drifted against the side of said vessel, striking said vessel at or below the water-line and without any appreciable jar by the impact, cracked one of the plates of said vessel for about 14 inches in length, and stove said plate to such extent that the vessel sprung a leak below the water-line and had to be listed to make repairs by building a bulk-head and using cement therefor, which was accordingly done; that said damage occurred in an open



sea in calm weather and was caused by a cake of ice about 9x12 feet in dimensions, and that said cake of ice was insufficient within itself to do any damage whatever to a seaworthy vessel on said run.

5. That the owners, officers and agents of said vessel at and prior to the sailing of said vessel on said voyage well knew that all vessels sailing from Seattle to Nome on first sailings departing from Seattle on or about June 1st in any given year, usually ordinarily and customarily are obliged to meet with and cope against floating ice in Bering Sea prior to arriving at the sub-port of Nome, and that ordinarily and usually the running time on that account is extended over the usual and customary running time of ten days on other sailings an additional five days, making the usual and customary running time on first sailings between Seattle and Nome approximately fifteen days, and that on that account it is usual and customary on such first sailings between said ports on the voyage to Nome to provision the vessel for at least an additional [71] ten days' allowance of provisions for all passengers on board over and above the necessary and required provisions for a fifteen days voyage, all of which the owners, officers and agents of said vessel well knew, at and before the sailing of said vessel on said voyage.

(a) That on said voyage on first sailings between said ports, vessels should be provisioned with at least a twenty day allowance in addition to the required amount of provisions necessary for a fifteen days voyage.

(b) That there were 402 passengers aboard said

vessel on said voyage, a regular crew of 135, 5 stowaways, and a number of workaways, making more than 542 persons in all, but that the owners, officers and agents of said vessel, provisioned said ship estimating for only 500 persons for ten days running time to Nome and 200 on the return voyage.

This provisioning of the ship on first sailings, and on the voyage in question was grossly inadequate under usual, ordinary and customary conditions.

(c) That the ship's provisions run short on the 17th or 18th day of June, 1908, and Captain Conradi master of said vessel, ordered and directed the steward of said vessel to put all passengers on short rations of two meals each day, and all passengers on said vessel were put on short rations of two meals per day for over one week, which was without cause or justification.

(d) That said vessel on said voyage had a general cargo of provisions and foodstuffs on board consigned to Nome merchants which could have and should have been used by the officers and agents of said vessel in furnishing libelants and other passengers on board said vessel with a sufficient amount of good and wholesome food on said voyage and furnishing them with three meals per day, in the usual, ordinary and customary way of caring for passengers by vessels on said run, [72] and as the officers, agents and owners of said vessel agreed to do when accepting libelants and other passengers on said voyage.

That there was an ample food supply carried in cargo with which to furnish libelants three meals per



day, and no good reason or justification for putting libelants on short rations.

(e) That said vessel had on board a cold storage plant established thereon by Carstens, Bros. & Dashley, a wholesale and retail meat venders operating at Nome, Alaska, which plant was designed for and used by said firm for the shipment of meats between Seattle and Nome, and on said voyage, said firm had a large consignment of cold storage meats in said plant on said voyage for the Nome trade, consisting of beef, mutton, pork, turkeys and chickens, about thirty tons of which said consignment was delivered at Nome in prime condition upon the arrival of said vessel, and a portion of which said consignment was used by the officers and agents of said vessel in supplying the libelants, and other passengers on said voyage, but that the officers and agents of said vessel in taking said meats from said cold storage plant in the hold of said vessel took therefrom large quantities at a time and hung the same on the after deck in the hot sun; that said meats when first brought up from the cold storage plant were in prime condition, but that after hanging for a short space of time, said meats thawed out and became unfit for food; that said libelants were compelled to eat said meats after the same became unfit for food, and said meats were served upon the table after spoiling in the sun, and to such extent putrid as to cause many of the passengers to become sick from eating thereof, including some of libelants.

That the officers and agents of said vessel on said voyage, required all meats thus brought out of cold



storage to be wholly consumed by libelants, and other passengers, before [73] bringing up a fresh supply, and that oftentimes said meats were tainted and unfit for food, but that libelants and other passengers were compelled to eat such tainted meats or go hungry on said voyage, all of which was without any excuse or justification whatever and was caused solely by the gross carelessness and negligence of the officers and agents of said vessel on said voyage.

(f) That said vessel run short of flour on said voyage, and libelants and other passengers went days at a time without bread, but that said vessel during said time spoke other vessels and was in company with the Revenue Cutter "Thetis" and "McCullough" during a part of said time, and could have secured flour from said cutters, and such other provisions as said vessel needed to complete said voyage, but that the officers and agents of said vessel carelessly and negligently neglected to secure flour and other provisions necessary for the comfort and accommodation of libelants on said voyage without any reason or just cause therefor.

That claimant in its answer admits that libelants were put on short rations of two meals a day for one week, and the Court considers testimony on said point cumulative.

(g) That the supply of food furnished libelants on said voyage for the space of over one week was insufficient in quantity and unwholesome in quality for human consumption, and caused said libelants great discomfort and many of them, suffering, and was in violation of the contract of carriage of said

libelants, and was without excuse or justification.

That libelants complained in writing to the master of said vessel on account of insufficient and unwholesome food, on various occasions, but that no effort was made by the officers of said vessel to correct said abuses.

6. That the master of said vessel failed, neglected and refused to attempt to bring said vessel into the sub-port of [74] Nome, Alaska, in the usual, ordinary and customary manner as other vessels of like class were brought to said port on similar sailings on a like voyage between said ports between the same dates, and that the owners and agents of said vessel had instructed said master prior to sailing to under no conditions take said vessel through the ice floes of Bering Sea on said voyage, well knowing on said sailing that said vessel would, under ordinary and customary conditions, meet with and be obliged to cope against floating ice floes in Bering Sea on said voyage before reaching the sub-port of Nome where said libelants were to be safely landed under said contracts of carriage, and that said master of said vessel, in carrying out the instructions of said owners and agents, violated said contracts of carriage in this, to wit:

(a) That said master caused said vessel to ride at anchor for days at a time in an open sea in calm weather and out of sight of the ice floes of Bering Sea, and made no attempt whatever to bring said vessel into port, while other vessels on the same voyage, and meeting with like conditions, made said port and returned to Seattle.



(b) That the master of the Revenue Cutter "Thetis," on the 27th day of June, 1908, then being in company with the said steamship "Ohio," informed the master of said steamship "Ohio" of an open lead between the ice floes of Bering Sea extending to Nome, and offered to pilot said steamship "Ohio" to Nome and the master of said steamship agreed to follow said Revenue Cutter "Thetis" into Nome, and on the morning of June 28th, 1908, did start to follow said Revenue Cutter to Nome, then being only 20 hours sailing time from said port, but that said steamship "Ohio" then following about five miles astern of said Revenue Cutter, when within about four miles of the ice floes in Bering Sea, turned about, and without cause, steamed [75] in an opposite direction from the port of Nome, while said Revenue Cutter "Thetis" came direct to the port of Nome through said known open lead between the ice floes aforesaid, and that had said steamship "Ohio" followed said Revenue Cutter "Thetis" into port she would have arrived on the morning of July 2d, 1908, and that had said steamship followed said Revenue Cutter into port when notified of said open lead, on the 27th day of June, 1908, said steamship would have arrived in Nome on the 1st day of July, 1908, instead of on the 11th day of July, 1908.

That thereafter, and on the 9th day of July, 1908, said Revenue Cutter "Thetis" sailed from the port of Nome in search of said steamship "Ohio," sailing through said open lead aforesaid, and on the 10th day of July, 1908, found said steamship "Ohio" anchored in an open sea in calm weather fully twenty



miles from the ice floes of Bering Sea, and about twenty hours sailing time from the port of Nome, and where said vessel had been lying at anchor for more than twelve hours; that the master of said Revenue Cutter "Thetis" thereupon informed the master of said steamship "Ohio," that unless said steamship "Ohio" followed said Revenue Cutter into the port of Nome, that said Revenue Cutter would take the United States mail and such of the passengers as said Revenue Cutter could carry, and transport the same to Nome, whereupon said steamship "Ohio" did follow said Revenue Cutter through said open lead aforesaid to the port of Nome, where said vessel arrived on the 11th day of July, 1908.

That the master of said steamship "Ohio" was either grossly incompetent or acted in utter disregard of the rights of libelants in carelessly and negligently failing and refusing, without any cause whatever, to follow the Revenue Cutter into the port of Nome on June 27th, 1908, and arriving in said port ten days prior to her final arrival thereat. [76]

(c) That the failure and refusal of the master of said steamship "Ohio" to follow said Revenue Cutter "Thetis" into port on the 27th day of June, 1908, through said open lead, was in violation of the carriage contracts with libelants to transport them to Nome in the usual, ordinary and customary time and manner of other vessels of like class on said voyage.

7. That during the months of June and July of 1908, the going rate of wages to the common laborer at Nome, Alaska, was the sum of Five Dollars

(\$5.00) per day, and board and lodging.

8. That each of said libelants should have been safely landed at the port of Nome at least ten days prior to the time said steamship "Ohio" arrived in said port of Nome, and that there was no reason or excuse why said libelants should not have been so brought to said port and landed on the 1st day of July, 1908, instead of on the 11th day of July, 1908.

9. That because and on account of the owners, officers and agents of said steamship "Ohio" carelessly and negligently violating the carriage contracts with libelants as aforesaid, and particularly in permitting said vessel to go to sea in an unseaworthy condition, failing to sufficiently supply said vessel with provisions on said voyage, failing to furnish libelants with a sufficient amount of food in both quantity and quality, and without cause, placing libelants on short rations of two meals a day for over one week, and gross negligence in refusing to bring libelants to Nome in company with the Revenue Cutter "Thetis," libelants are each entitled to a decree herein as follows:

Unto each of the libelants a decree in damages in double the amount of fare paid for their respective tickets on said voyage, to wit: One Hundred and Fifty Dollars each to the first-class passengers and Seventy Dollars each to the second-class passengers, each, with interest on the amount [77] paid for fare on said voyage at 8% per cent per annum from June 1st, 1908.

In addition to said general award, unto libelant Lawrence S. Kerr, the additional sum of One Hun-



dred Dollars; unto libelant W. A. Boyce, the additional sum of Fifty Dollars; unto libelant A. N. Casey, the additional sum of Two Hundred Dollars; unto libelant Hugh Beveridge, the additional sum of Fifty Dollars, and unto libelant Samuel Keane, the additional sum of Fifty Dollars.

Unto Geo. D. Schofield, proctor for libelants, the sum of Ten Dollars for each libelant as a proctor's fee herein.

10. It further appearing to the Court that on the 21st day of July, 1908, said steamship "Ohio" was released under a bond given to the United States Marshal of said District for the security of said libelants, in the sum of Seventy Thousand Dollars, with the White Star Steamship Company, owner and claimant as principal, and Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, as sureties, final decree herein will be awarded against said principal and said sureties.

AND NOW, based upon the foregoing Findings of Fact, the Court now makes the following Conclusions of Law:

#### CONCLUSIONS OF LAW.

1. That the several contracts of carriage made and entered into by and between said steamship "Ohio," her owners, officers and agents, with libelants, has been violated in manner and form set forth in the foregoing Findings of Fact.

2. That each of the libelants are entitled to a decree in damages against the White Star Steamship Company, owner and claimant, as principal, Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, as



sureties, upon the bond releasing said steamship "Ohio" from the attachment issued herein, as follows:

In double the amount of their fare paid for their respective [78] tickets on said voyage, to wit: One Hundred and Fifty Dollars (\$150.00) each to the first-class passengers and Seventy Dollars (\$70.00) each to the second-class passengers, each with interest on the amount paid for fare on said voyage at the rate of 8% per annum from June 1st, 1908.

In addition to said general award, unto libelant Lawrence S. Kerr, the sum of \$100.00; unto libelant W. A. Boyce, the sum of \$50.00; unto libelant A. N. Casey, the sum of \$200.00; unto libelant Hugh Beveridge, the sum of \$50.00, and unto libelant Samuel Keane, the sum of \$50.00.

Unto Geo. D. Schofield, proctor for libelants, the sum of Ten Dollars (\$10.00) for each libelant, as a proctor's fee herein.

3. For the costs of this case.

Let these Findings of Fact and Conclusions of Law be made a matter of record, and let Final Judgment and Decree be prepared accordingly.

Done in open court on this 11th day of November, 1911.

CORNELIUS D. MURANE,

District Judge.

Service of copy of within acknowledged this 11th day of November, 1911.

T. M. REED,

Of Proctors for Claimant.

[Endorsed]: Original. #110-A. In Dist. Court, Alaska, 2d Div. C. C. Crooks et al. vs. S. S. "Ohio," etc. Findings of Fact and Conclusions of Law. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 11, 1911. John Sundback, Clerk. By J. Allison Bruner, Deputy. Vol. 9. Orders and Judgments, p. 188. C. Geo. D. Schofield, Proctor for Libelants, Nome, Alaska. [79]

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*In the District Court, District of Alaska, Second Division.*

IN ADMIRALTY—No. 110-Ad.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent,

and

WHITE STAR STEAMSHIP CO., a Corporation,  
Claimant.

**Objections and Exceptions to the Findings of Fact.**

This cause coming on before the Court on the 11th day of November, 1911, and the Court announcing that he was ready to sign the Findings of Fact and Conclusions of Law, submitted by the proctor for the libelants, and leave being given to the claimant to prepare and file its exceptions thereto within three days, said claimant does now, through F. E. Fuller

and T. M. Reed, its proctors, submit and file the following exceptions to the Findings of Fact and Conclusions of Law signed by the Court as aforesaid, to wit:

## 1.

Claimant excepts to finding of fact No. 2 [80] of said findings of fact signed by the Court, and the whole thereof, and especially that portion of said finding which finds that each of said libelants were received on board said vessel on said voyage commencing at Seattle, Washington, June 1st, 1908, and terminating at Nome, Alaska, July 11th, 1908, and made said trip on said voyage.

## 2.

Excepts to finding No. 3 and the whole thereof.

## 3.

Excepts to finding No. 4, wherein the Court finds that said vessel was unseaworthy upon the date of the commencement of said voyage, and was incapable of making said voyage in the usual, ordinary and customary way, time and manner of other vessels of like class on said run, and especially excepts to that part of said finding in which the Court finds that the plates in the hull of said vessel at and near her water-line were old, brittle, scaled and thin, and on that account said vessel was not a seaworthy vessel; and especially that part of said finding which finds that the owners, officers and agents of said vessel at all times well knew, at and prior to the sailing of said vessel from Seattle, and during said entire voyage, and of which facts libelants were wholly unaware at the time of embarking on said voyage.



*Except* to that part of said finding denominated as subdivision (a), which finds that a floating cake of ice struck the said vessel at or below the water-line, and without any appreciable jar by the impact, [81] cracked one of the plates of said vessel; and also to that part of said subdivision (a) of said finding No. 4, which finds that said cake of ice was insufficient within itself to do any damage whatever to a seaworthy vessel on said run.

## 5.

Excepts to finding No. 5, and the whole thereof, and especially that portion of said finding which finds that the owners, officers and agents of said vessel well knew at and prior to the sailing of said vessel on said voyage, that all vessels sailing from Seattle, to Nome, on first sailings, departing from Seattle, on or about June 1st in any given year, usually, ordinarily and customarily are obliged to meet with and cope against floating ice in Bering Sea, prior to arriving at the sub-port of Nome, and that ordinarily and usually the running time on that account is extended over the usual and customary running time of ten days on other sailings an additional five days, making the usual and customary running time on first sailings between Seattle and Nome, approximately fifteen days, and that on that account it is usual and customary on said first sailings between said ports on said voyage to Nome, to provision the vessel for at least an additional ten days' allowance of provisions.

Also excepts to that part of finding of fact No. 5, denominated subdivision (a), and the whole thereof;

Also excepts to that portion of finding No. 5 denominated subdivision (b), and the whole thereof, and especially that portion of said subdivision (b) which finds that the provisioning of the ship on first [82] sailing and on the voyage in question was grossly inadequate under usual, ordinary and customary conditions.

Excepts to that portion of finding No. 5, denominated subdivision (c), and the whole thereof, and especially that part thereof which finds that all the passengers on said vessel were put on short rations of two meals per day for over one week, which was without cause or justification.

Excepts to that portion of said finding No. 5, subdivision (d), and the whole thereof;

Excepts to that portion of said finding No. 5, denominated subdivision (e), and the whole thereof, and especially that portion of said subdivision which finds that the said meats when first brought up from the cold storage plant were in prime condition, but that after hanging for a short space of time said meats thawed out and became unfit for food, and that said libelants were compelled to eat said meats after the same became unfit for food, and that said meats were served upon the table after spoiling in the sun, and to such extent putrid, as to cause many of the passengers to become sick from eating thereof, including some of the libelants; and especially excepts to that portion of said subdivision which finds that the officers and agents of said vessel on said voyage, required all meats thus brought out of cold storage to be wholly consumed by libelants and



other passengers on said vessel, before bringing up a fresh supply, and that oftentimes said meats were tainted and unfit for food, but that libelants and other passengers were compelled to eat said tainted meats or go hungry on said voyage, all of which was without excuse or justification whatever, and was caused solely by the gross carelessness and negligence of the officers and agents [83] of said vessel on said voyage.

Excepts to that portion of said finding No. 5 denominated subdivision (f), and the whole thereof.

Excepts to that portion of said finding No. 5, denominated subdivision (g) and the whole thereof, and especially that part of said finding which finds that the libelants complained in writing to the master of said vessel on account of insufficient and unwholesome food, on various occasions, but that no effort was made by the officers of said vessel to correct said abuses; on the ground that each and all of said findings are not supported by the evidence.

6.

*Except* to finding No. 6, and the whole thereof, and especially subdivision (a) thereof, in that the Court did not find that other vessels on said voyage, and meeting with similar conditions, were injured and impeded from the ice floes of Bering Sea.

Excepts to that portion of said finding No. 6 and subdivision (b) thereof, in that said finding is not sustained by the evidence, and the Court did not find that such vessels as did follow said Revenue Cutter "Thetis" to Nome, on the 27th day of June, 1908, were injured.



Excepts to that portion of finding No. 6 designated as subdivision (b), which reads: That thereafter, on the 9th day of July, 1908, said Revenue Cutter "Thetis" sailed from the port of Nome, in search of said steamship "Ohio," sailing through said open lead aforesaid, and on the 10th day of July, 1908, found said steamship "Ohio," anchored in an open sea in calm weather fully twenty miles from the ice floes of [84] Bering Sea, and about twenty hours' sailing time from the port of Nome, in that there is no testimony showing that said Revenue Cutter "Thetis" sailed through said open lead aforesaid.

Excepts to that portion of said subdivision in that it is immaterial.

Excepts to that portion of said subdivision which finds that the master of said steamship "Ohio" was either grossly incompetent or acted in utter disregard of the rights of libelants in carelessly and negligently failing and refusing, without any cause whatever, to follow the Revenue Cutter "Thetis" into the port of Nome, on the 27th day of June, 1908.

Excepts to that portion of said finding No. 6 denominated as subdivision (c), and the whole thereof, in that the same is not supported by the evidence and against law.

7.

Excepts to finding No. 7, and the whole thereof, on the ground that it is immaterial.

8.

Excepts to finding No. 8, and the whole thereof, on the ground that the same is not supported by the evidence.

## 9.

Excepts to finding No. 9, and the whole thereof, and especially all that portion of said finding which finds that each of the libelants are entitled to a decree in damages in double the amount of fare paid for their respective tickets on said voyage; and especially [85] that part of said finding which awards unto the libelant, Lawrence S. Kerr, special damages in the sum of One Hundred Dollars, unto the libelant W. A. Boyce, the additional sum of Fifty Dollars; unto libelant, A. N. Casey, the additional sum of Two Hundred Dollars, unto the libelant, Hugh Beveridge, the additional sum of Fifty Dollars, and unto the libelant Samuel Keane, the additional sum of Fifty Dollars, and especially excepts to that portion of said finding which awards unto libelants other than said Lawrence S. Kerr, W. A. Boyce, A. N. Casey, Hugh Beveridge and Samuel Keane, any damages in any sum whatsoever, in that the testimony does not show that any of said libelants made the trip from Seattle to Nome on said vessel on said voyage, or that any of said libelants appeared and testified in said cause, or now claim any damage by reason of any of the acts and things mentioned in the libel; and except to that portion of said finding which awards unto Geo. D. Schofield, proctor for libelants the sum of Ten Dollars for each libelant as a proctor's fee herein, on the ground that the same is excessive.

## 10.

*Except* to the conclusions of law made and filed herein, and each and the whole thereof.

11.

*Except* to conclusion of law No. 1, in that the testimony does not show that the contract of carriage made between said steamship "Ohio" and the libelants has been violated. [86]

12.

*Except* to conclusion of law No. 2, and the whole thereof, in that the same is against law, and excessive, and is not warranted by the evidence.

Dated at Nome, Alaska, November 15th, 1911.

F. E. FULLER and  
T. M. REED,

Proctors for Respondent and Claimant.

Service by receipt of copy admitted Nov. 15, 1911.

GEO. D. SCHOFIELD,  
Proctor for Libelants.

[Endorsed]: No. 110-Ad. In the District Court, District of Alaska, Division No. 2. C. C. Crooks et al., Libelants, vs. Steamship "Ohio," Her Boilers, etc., Respondent, and White Star Steamship Co., Claimant. Objections and Exceptions to Findings of Fact and Conclusions of Law. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 15, 1911. John Sundback, Clerk. By ———, Deputy. C. F. E. Fuller and T. M. Reed, Proctors for Claimant. [87]



*In the United States District Court for the District  
of Alaska, Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. Adams, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R? P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dan-nem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson,

P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosco-  
vich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Outlet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Outlet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, [88] Adam Murison, C. Carstens, H. Anderson,



R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

### **Judgment and Final Decree.**

This cause came on to a trial before the Court sitting in admiralty on the 4th day of August, 1911, on issue joined under the libel and answer of the White Star Steamship Company, the claimant and owner of said steamship "Ohio," Geo. D. Schofield, Esq., appearing as proctor for libelants and F. E. Fuller, Esq., appearing as proctor for said claimant and owner, and the taking of oral and documentary evidence was concluded on the 7th day of August, 1911, and said cause argued orally to the Court by proctors for the respective parties on said last-named date, and by the Court directed to be further submitted on the written briefs of libelants and claimant, and said written briefs having been thereafter submitted to the Court, and the Court hav-



ing had said cause under [89] advisement until the 30th day of October, 1911, on said last-named date, rendered an oral opinion in said cause and finding in favor of libelants, that each libelant herein is entitled to damages in double fare, to wit, \$150.00 each to first-class passengers, and \$70.00 each to second-class passengers, with 8% interest on the amount of fare paid by each libelant, computed from June 1st, 1908, and that in addition to said general award, that libelants Lawrence S. Kerr is entitled to an additional amount in the sum of \$100.00; W. A. Boyce, an additional amount in the sum of \$50.00; A. N. Casey, an additional amount in the sum of \$200.00; Hugh Beveridge, an additional amount in the sum of \$50.00, and Samuel Keane, an additional amount in the sum of \$50.00, and that Geo. D. Schofield, proctor for libelants is entitled to a proctor's fee of \$10.00 for each libelant.

And the Court having thereafter, and supplementary to its said oral decision, heretofore made and filed its findings of fact and conclusions of law, based upon the evidence adduced upon the trial of said cause, finding in favor of libelants and against the White Star Steamship Company, claimant and owner of said vessel, and Cabell Whitehead, E. E. Ailes, and Frank H. Thatcher, principal and sureties on the release bond discharging said vessel from attachment, on the grounds of violation of the carriage contract, and the reasons fully set forth in said findings of fact and conclusions of law, reference to which are hereby made.

AND NOW, said cause came on further before the

Court on this day, on motion of Geo. D. Schofield, Esq., proctor for libelants, for judgment and Final Decree in favor of libelants according to the findings of fact and conclusions of law heretofore made and entered herein, and the Court now being fully advised in the premises, hereby sustains said motion. [90]

IN CONSIDERATION WHEREOF, it is hereby Ordered, Adjudged and Decreed that each of said libelants do have and recover of and from The WHITE STAR STEAMSHIP COMPANY, claimant herein, and of and from Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, sureties on the bond for the release of said vessel, for the causes in said libel mentioned, damages in double the amount of fare paid by each of said libelants, to wit, the sum of \$150.00 each to first-class passengers and \$70.00 each to second-class passengers, with 8% interest on the amount of fare paid by each libelant, computed from June 1st, 1908, and that in addition to said general award, that the libelants Lawrence S. Kerr recover the additional sum of \$100.00; W. A. Boyce, \$50.00; A. N. Casey, \$200.00; Hugh Beveridge, \$50.00; and Samuel Keane, \$50.00, and that Geo. D. Schofield, proctor for libelants, recover a proctor's fee of \$10.00 for each libelant, and which said respective awards, are as follows:

#### FIRST-CLASS PASSENGERS.

Names of Libelants.	Damage Award.
C. C. Crooks.....	\$170.00
Mrs. C. C. Crooks.....	170.00
S. C. Adams.....	170.00

Names of Libelants.	Damage Award.
Thomas Parker .....	170.00
Joseph Sliscovich .....	170.00
George McArthur .....	170.00
Maggie McArthur .....	170.00
Mrs. W. H. Mitchell.....	170.00
Margaret Brady .....	170.00
Mrs. N. Howard .....	170.00
Ralph D. Pomeroy.....	170.00
Charles Durkopp .....	170.00
Ike M. Goldman.....	170.00
Mrs. Etta Goldman .....	170.00
David T. Stoy.....	170.00
R. T. Lamb.....	170.00
Mrs. R. T. Lamb.....	170.00
Joe Nellis .....	170.00
Mary Green .....	170.00
Mrs. I. F. Garlick.....	170.00
Pearl Garlick .....	170.00
E. G. Gorin.....	170.00
C. W. Keller.....	170.00
Joseph Curby .....	170.00
Wm. Greenberg .....	170.00
J. J. Sullivan.....	170.00
Mrs. J. J. Sullivan.....	170.00
[91]	
Sam Halzswerg .....	\$170.00
Mrs. Lou Halzswerg.....	170.00
Louise Wandt .....	170.00
L. G. Prigg.....	170.00
Mrs. L. G. Prigg.....	170.00
Paul Hoff .....	170.00



Names of Libelants.	Damage Award.
Robert J. Monson .....	170.00
Mrs. E. L. Brous.....	170.00
John Schafer .....	170.00
Geo. Mason .....	170.00
Mrs. Geo. Mason.....	170.00
Nellie Murison .....	170.00
Mrs. H. G. Fenton.....	170.00
Ethel Strout .....	170.00
L. U. Stenger.....	170.00
S. Fenton .....	170.00
E. A. Thiele.....	170.00
Samuel Kean .....	220.00
William F. Tasker.....	170.00
Mrs. Ada P. Tasker.....	170.00
P. S. Bodin.....	170.00
Mrs. P. S. Bodin.....	170.00
Lawrence S. Kerr.....	270.00
E. J. Yetter.....	170.00
J. F. McCullough.....	170.00
C. J. Leeds.....	170.00
J. P. Bush.....	170.00
C. F. Ashford.....	170.00
E. A. Fox.....	170.00
G. M. Ashford.....	170.00
A. N. Casey.....	370.00
M. M. Cather.....	170.00
Chas. Estmere .....	170.00

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SECOND-CLASS PASSENGERS.

Names of Libelants.	Damage Award.
Silvey Stewart .....	\$ 79.33
E. C. Tholstrup.....	79.33
Chas. Spannan .....	79.33
Geo. McClanahan .....	79.33
J. O. Binder.....	79.33
Johan Nilsen .....	79.33
<i>w. g. smith</i> .....	79.33
H. A. Sester.....	79.33
W. A. Boyce.....	129.33
Hugh Beveridge .....	129.33
M. Holm .....	79.33
A. Cowan .....	79.33
James Forsythe .....	79.33
Oscar Schmidt .....	79.33
B. H. Wile.....	79.33
R. B. Smith .....	79.33
Henry Holst .....	79.33
O. S. Weaver.....	79.33
C. Brown .....	79.33
Elmer Classen .....	79.33

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Emil Snell .....	\$ 79.33
Henry Bern .....	79.33
Alfred Ortman .....	79.33
W. M. Carlson.....	79.33
Ed. Magnusson .....	79.33
John Norback .....	79.33
R. P. McDonald.....	79.33
Oscar Engstrom .....	79.33
L. T. Malarkey.....	79.33

Names of Libelants.	Damage Award.
M. Dannem .....	\$79.33
D. O'Leary .....	79.33
M. D. Reed.....	79.33
C. M. Burns.....	79.33
E. Wiklund .....	79.33
Adolph Melinder .....	79.33
Julius Carlson .....	79.33
P. A. Ostberg.....	79.33
Fred Norden .....	79.33
Frank Gardner .....	79.33
E. Regner .....	79.33
J. Ekberg .....	79.33
Denis Deasy .....	79.33
John H. Edwards.....	79.33
Tom Steininger .....	79.33
Victor Widing .....	79.33
Josef Mix .....	79.33
C. Johnson .....	79.33
Wm. Hyland .....	79.33
Geo. Gold .....	79.33
Fred Whist .....	79.33
Henry Ross .....	79.33
Fred A. Henton.....	79.33
M. C. Madison.....	79.33
Martin Foss .....	79.33
G. Holm .....	79.33
James E. Murphy .....	79.33
F. E. Morgan .....	79.33
Harry Waldman .....	79.33
L. Melander .....	79.33
Wm. Zimmer .....	79.33



Names of Libelants.	Damage Award.
Gust Anderson .....	\$79.33
H. C. Larson.....	79.33
Charles Gasser .....	79.33
J. Greef .....	79.33
J. Weis .....	79.33
Otto Fosback .....	79.33
Axel Jakibson .....	79.33
Gust Johnson .....	79.33
F. J. Mitchell.....	79.33
Ed. Johnson .....	79.33
Wm. Johnson .....	79.33
Gust Lundquist .....	79.33
D. A. Gellatly.....	79.33
Terry Bagdalf .....	79.33
John Glukaich .....	79.33
A. S. Embree.....	79.33
W. A. Weise.....	79.33
Anthony Lewohl .....	79.33
Michele Pivich .....	79.33
Mayk Stopich .....	79.33
Peter Droscovich .....	79.33
Theodore Kossage .....	79.33
Frank Rutanich .....	79.33
Anton Marinich .....	79.33
Toro Plackovich .....	79.33
[93]	
Milich Plackovich .....	\$ 79.33
Nikola Tornovich .....	79.33
Estin Koller .....	79.33
A. M. Anderson .....	79.33
Davit Kamari .....	79.33

Names of Libelants.	Damage Award.
Jack Dahl .....	\$79.33
William Yetter .....	79.33
Fred Oulet .....	79.33
Arthur Bellemore .....	79.33
W. H. Weaver .....	79.33
W. R. Barnett.....	79.33
F. R. Pierson.....	79.33
Frank Lainell .....	79.33
Louis Scramaglia .....	79.33
Louis Seltzer .....	79.33
Max Berg .....	79.33
F. A. Norgren.....	79.33
M. Anderson .....	79.33
Ira C. Brenton.....	79.33
Andrew G. Taft.....	79.33
H. Marks .....	79.33
C. Shinbo .....	79.33
T. Yomanaka .....	79.33
Fey Oulet .....	79.33
James Rice .....	79.33
John Duguid .....	79.33
John A. Gardiner.....	79.33
Christ Frinke .....	79.33
Louis Mellor .....	79.33
H. W. Heine.....	79.33
J. Rogers .....	79.33
Geo. M. Blair.....	79.33
James Hirabayasti .....	79.33
Henry Anderson .....	79.33
Wash Longmire .....	79.33
Leonard Ferrier .....	79.33

Names of Libelants.	Damage Award.
Frederick Rennu .....	\$79.33
James W. Allan .....	79.33
Adam Murison .....	79.33
C. Carstens .....	79.33
H. Anderson .....	79.33
R. Wallace .....	79.33
J. Cokelody .....	79.33
Richard Wufahl .....	79.33
Kunpe Okabe .....	79.33
John Curson .....	79.33
Aloys Kallfeby .....	79.33
Mato Jovovich .....	79.33
Miho Tapovich .....	79.33
F. Mairmehi .....	79.33
P. F. Greene.....	79.33
J. Lundquist .....	79.33
James Scales .....	79.33
Alfred Elsliger .....	79.33
Fred Larson .....	79.33
J. W. Taylor.....	79.33
John Potee .....	79.33
M. A. Loudon .....	79.33
S. Tojire .....	79.33
Aggregating for first-class passengers...	\$10,550.00
And for second-class passengers.....	11,523.52
And for proctor's fee.....	2,040.00
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Total.....	\$24,113.52

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And it is further Ordered, Adjudged and De-  
creed that said libelants do have and recover their



costs herein taxed at the sum of \$167.35, to be added to and made a part of this Final Decree.

And it is further ORDERED, ADJUDGED AND DECREED that unless an appeal be taken from this Decree within the time limited by the Rules and Practice of this Court, that the WHITE STAR STEAMSHIP COMPANY, claimant herein, and Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, the stipulators on the release bond for said vessel, cause the engagement of their said bond to answer the decree of this Court to be performed, or show cause within the time provided by law and the rules of this Court, or on the first day of jurisdiction thereafter, why execution should not issue against their goods, chattels and lands for the amount of this decree, with costs, according to the terms of their said bond for the release of said steamship "OHIO," her boilers, engines, machinery, tackle, apparel and furniture.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that unless this Decree be satisfied, or proceedings thereon be stayed on appeal within the time limited and prescribed by the rules and practice of this Court, that libelants have execution against the WHITE STAR STEAMSHIP COMPANY, claimant, and Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, sureties and stipulators aforesaid, to enforce satisfaction of this Decree, with costs.

Done in open court of admiralty on this 11th day of November, A. D. 1911.

CORNELIUS D. MURANE,

District Judge. [95]

Service of copy of above acknowledged this 11th day of November, 1911.

T. M. REED,  
Of Proctors for Claimant.

[Endorsed]: Original. #110-A. In Dist. Court Alaska, 2d Div. C. C. Crooks et al., vs. S. S. "Ohio" etc. Final Decree. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 11, 1911. John Sundback, Clerk. By J. Allison, Bruner, Deputy. Vol. 2, J. D., p. 192 Geo. D. Schofield, Proctor for Libelants, Nome, Alaska. Vol. 9. Orders and Judgments, p. 202.  
[96]

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*In the District Court for the District of Alaska,  
Second Divison.*

C. C. CROOKS et al.,

Libelants,

vs.

S. S. "OHIO," etc.,

Respondent.

**Libelants' Bill of Costs.****DISBURSEMENTS.**

Marshal's fees.....\$10.00

Clerk's Fees..... 28.10

**Witness' Fees:**

R. W. J. Reed, 2 days' attendance \$8.00

William McManus, 1 " " 4.00

John D. Flanigan, 1 " " 4.00

C. G. Conradi, 2 " " 8.00

Andrew J. Hender-

son, 1 " " 4.00 28.00

Deposition of C. G. Conradi, 70 pages)

Deposition of A. J. Henderson, 25 " ).....71.25

Cross-examination, Depositions De Benne

**Esse of:**

E. T. Burke, Fred Tracy, H. H. Bodfish,

Williams, R. M. Herner, John Trow-

bridge, Frank Waterhouse, J. Richard

Lane, W. P. Protchard, John Jordison,

W. S. Porter, C. W. Wile, James B.

Paterson, John O'Brien, Jno. T. Heff-

eren, D. H. Jarvis, B. B. Whitney, James

Fowler, and S. B. Gibbs, 19 witnesses

for claimant, @ \$2.50 each..... 47.50

Total.....\$184.85

17.50

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\$167.35



United States of America,  
District of Alaska,—ss.

Geo. D. Schofield, being sworn, says that he is proctor for libelants herein; that the items in the above memorandum are correct, to the best of deponent's knowledge and belief, and that said disbursements have been necessarily incurred in said cause, or are legally taxable therein.

GEO. D. SCHOFIELD.

Subscribed and sworn to before me this 23d day of November, 1911.

[Notarial Seal]

F. R. COWDEN,  
Notary Public. [97]

Receipt of certified copy of foregoing Cost Bill is acknowledged this 23d day of November, 1911.

T. M. REED,  
Of Proctors for Claimant.

[Endorsed]: #110-A. In Dist. Court, Alaska, 2d Div. C. C. Crooks et al., vs. S. S. "Ohio," etc. Cost Bill. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 24, 1911. John Sundback, Clerk. By J. Allison Bruner, Deputy. Geo. D. Schofield, Proctor for Libelants.

The within Bill of Costs taxed and allowed in the sum of \$184.85 this 1st day of December, 1911.

J. SUNDBACK,  
Clerk.  
By J. Allison Bruner,  
Deputy.

The within Bill of Costs retaxed at \$167.35 this 2d day of January, 1912, upon stipulation of the parties.

J. SUNDBACK,

Clerk.

By J. Allison Bruner,

Deputy. [98]

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*In the District Court for the District of Alaska,  
Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar

Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannom, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drescovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J.



Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, [99] Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant.

### **Notice of Appeal.**

To Mr. John Sundback, Clerk of the District Court of Alaska, Second Division, and to Mr. Geo. D. Schofield, Proctor for the Libelants Named in the Above-entitled Cause:

NOTICE IS HEREBY GIVEN to you and each of you, that the respondent and claimant herein, the

WHITE STAR STEAMSHIP COMPANY, a corporation organized and existing under and by virtue of the Laws of the States of Washington, hereby appeals to the United States Circuit Court of Appeals for the Ninth Circuit, from the final decree rendered in favor of the libelants above named in said cause, by the District Court of the District of Alaska, Second Division, on the 11th day of November, [100] 1911, and the whole thereof; which said decree was filed and entered of record as of said last named date in the office of the Clerk of said District Court.

Dated at Nome, Alaska, this 27th day of December, 1911.

F. E. FULLER,  
W. H. BOGLE and  
T. M. REED,

Proctors for Respondent and Claimant.

Service of the foregoing Notice of Appeal by delivering a copy thereof on this 27th day of December, 1911, and the filing of the original in the office of the Clerk of the District Court aforesaid, is duly acknowledged.

GEO. D. SCHOFIELD,  
Proctor for Libelants.

[Endorsed]: 110-Ad. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., and the White Star Steamship Company, a Corporation, Respondent and Claimant. Notice of Appeal. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Dec. 27, 1911.

John Sundback, Clerk. By ———, Deputy. L.  
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*In the District Court for the District of Alaska,  
Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,  
Thomas Parker, Joseph Sliscovich, George  
McArthur, Maggie McArthur, Mrs. W. H.  
Mitchell, Margaret Brady, Mrs. N. Howard,  
Ralph D. Pomeroy, Charles Durkopp, Ike M.  
Goldman, Mrs. Etta Goldman, David T. Stoy,  
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis,  
Mary Green, Mrs. I. F. Garlick, Pearl Gar-  
lick, H. G. Gorin, C. W. Keller, Joseph  
Curby, Wm. Greenberg, J. J. Sullivan, Mrs.  
J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halz-  
swerg, Louise Wandt, L. G. Prigg, Mrs. L. G.  
Prigg, Paul Hoff, Robert J. Monson, Mrs. E.  
L. Brous, Johan Schafer, Geo. Mason, Mrs.  
Geo. Mason, Nellie Murison, Mrs. H. G. Fen-  
ton, Ethel Strout, L. U. Stenger, S. Fenton, E.  
A. Thiele, Samuel Kean, Silvey Stuart, E. C.  
Tholstrup, Chas. Spannan, Geo. McClanahan,  
J. O. Binder, John Nilsen, W. G. Smith, H.  
A. Sester, W. A. Boyce, H. Beveridge, M.  
Holm, A. Cowan, James Forsythe, Oscar  
Schmidt, B. H. Wile, R. B. Smith, Henry  
Holst, O. S. Weaver, C. Brown, Elmer  
Claassen, Emil Snell, Henry Bern, Alfred  
Ortman, W. M. Carlson, Ed. Magnusson, John  
Norback, R. P. McDonald, Oscar Engstrom,



L. T. Malarkey, M. Dannom, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drescovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier,

Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, [102] Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant.

### **Bond on Appeal.**

KNOW ALL MEN BY THESE PRESENTS: That we, the WHITE STAR STEAMSHIP COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Washington, principal, and J. V. SHELDON and L. H. McCLOY, residing at Nome in the District of Alaska, are held and firmly bound unto C. C. Crooks, Mrs. C. C. Crooks, S. C. Adams, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M.



Goldman, Mrs. Etta Goldman, David T. Stoy, R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J.J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, [103] John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, D. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannom, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Dres-



covich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, [104] H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere, libelants above named, in the sum of Two Hundred and Fifty (\$250.00) Dollars, to be paid to the said libelants, their heirs, executors, administrators, or assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 27th day of December, 1911.

WHEREAS, the White Star Steamship Company, as appellant, has presented an appeal to the United States Circuit Court of Appeals for the Ninth Circuit, from the decree of the District Court of Alaska, Second Division, bearing date, the 11th day of November, 1911, in a suit of the above-named libelants against the steamship "OHIO," her boilers, engines, machinery, tackle, apparel and furniture.

NOW, THEREFORE, the condition of this obligation is such that if the above-named appellant, the White Star Steamship Company, shall prosecute said appeal with effect and pay all costs which may be awarded against it as such appellant if the appeal is not sustained, then this obligation shall be void; otherwise the same shall be and remain in full force and effect.

WHITE STAR STEAMSHIP COMPANY.

By T. M. REED,  
Its Proctor.

J. V. SHELDON.

L. H. McCLOY.

Witnesses:

.....

..... [105]

United States of America,  
District of Alaska,—ss.

On this 27th day of December, 1911, before me, the undersigned, a notary public in and for the District of Alaska, personally appeared J. V. Sheldon and L. H. McCloy, the parties who signed the foregoing bond, and acknowledged that they executed the same

freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

[Notarial Seal]

T. M. REED,

Notary Public for Alaska.

United States of America,

District of Alaska,—ss.

J. V. Sheldon and L. H. McCloy, being severally duly sworn, each deposes and says: That he resides in the city of Nome, in the District of Alaska, and that he is worth the sum of Two Hundred and Fifty (\$250.00) Dollars, over and above all his just debts and liabilities and exclusive of property exempt of execution.

J. V. SHELDON.

L. H. McCLOY.

Subscribed and sworn to before me this 27th day of December, 1911.

[Notarial Seal]

T. M. REED,

Notary Public for Alaska.

The above and foregoing bond is hereby approved this 30 day of December, 1911.

CORNELIUS D. MURANE,

Judge. [106]

[Endorsed]: 110-Ad. In the District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., and the White Star Steamship Company, a Corporation, Respondent and Claimant. Bond on Appeal. Filed in the Office of the Clerk of the District Court of Alaska, Second Di-



vision, at Nome. Dec. 27, 1911. John Sundback, Clerk. By —————, Deputy. L. Ad. Bond Record, p. 338. [107]

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*In the District Court for the District of Alaska,  
Second Division.*

No. 110—ADM.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and The WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant.

**Notice of Filing Bond for Costs on Appeal.**

To Mr. Geo. D. Schofield, Proctor for the Libelants in the Above-entitled Cause.

NOTICE IS HEREBY GIVEN to you that a bond for the cost of appeal from the final decree rendered in the above-entitled cause in favor of the libelants and against the steamship "OHIO" and the WHITE STAR STEAMSHIP COMPANY, has this day been filed in the office of the Clerk of the District Court aforesaid, and that the penal sum of said bond is Two Hundred and Fifty (\$250.00) Dollars, and that the names and residence of the sureties who executed said bond are J. V. Sheldon and L. H. McCloy, residing in the city of Nome, in the District of Alaska.

Dated at Nome, Alaska, this 27th day of December, 1911.

F. E. FULLER,  
W. H. BOGLE and  
T. M. REED,

Proctors for Claimant and Respondent. [108]

Service of the foregoing notice by delivering of a copy thereof, acknowledged this 27 day of December, 1911.

GEO. D. SCHOFIELD,  
Proctor for Libelants.

[Endorsed]: 110—Adm. In the District Court, for the District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., and the White Star Steamship Company, a Corporation, Respondent and Claimant. Notice of Filing Bond. Filed in the Office of the Clerk of the District Court of Alaska, Second Division, at Nome. Dec. 28, 1911. John Sundback, Clerk. By —————, Deputy. L. [109]

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**[Order Enlarging Time to April 15, 1912, to File Apostles.]**

*In the District Court for the District of Alaska,  
Second Division.*

TERM MINUTES, General 1911 Term, beginning  
February 1, 1911.

Saturday, December 30, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,  
Presiding.

Upon the convening of Court the following proceedings were had:

110—A.

CROOKS et al.

vs.

S. S. "OHIO."

On motion of proctor for the libelants, the time to file and docket apostles on appeal in this cause in the Circuit Court of Appeals for the Ninth Circuit, the Court ordered that said time be enlarged to and including the 15th day of April, 1912. Mr. T. M. Reed, on behalf of claimant and respondent, presented cost bond on appeal, and there being no objections thereto, the Court thereupon approved said bond. [110]

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[Proceedings had August 4, 1911.]

*In the District Court for the District of Alaska,  
Second Division.*

No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery,  
Tackle, Apparel and Furniture,

Respondent,

And

WHITE STAR STEAMSHIP CO. et al,

*Claimant.*

The above-entitled cause came on regularly for trial in the above-entitled court, before Hon. C. D. MURANE, Judge of said court, on the 4th day of



(Testimony of R. W. J. Reed.)

August, 1911, and the three next succeeding days, Messrs. Geo. D. Schofield and F. E. Fuller appearing as proctors for the libelants and respondent and claimant, respectively.

Thereupon, the following testimony was heard and proceedings had, to wit:

**[Testimony of R. W. J. Reed, for Libelants.]**

Mr. R. W. J. REED, a witness produced on behalf of libelants, and having been duly sworn, testified as follows:

(By Mr. GEO. D. SCHOFIELD.)

Q. State your name.      A. R. W. J. Reed.

Q. What official position with reference to the customs department, if any, do you hold in the port of Nome?      A. Deputy collector.

Q. As such deputy collector of customs state whether or not you have charge of the records of the office, showing the entrances and clearances of vessels sailing coastwise and foreign, arriving and departing from the port of Nome. [111]

A. I have.

Q. Have you the book with you for the year 1908 showing the clearances and entrances?      A. Yes.

Q. Please turn to the month of June, 1908.

A. Yes, sir, I have it.

Q. Also July 1st, Mr. Reed. I will ask you to state if the steamship "Ohio" arrived at the port of Nome during the year 1908, and the date of her arrival on her first voyage.

A. Yes, sir, she did, the "Ohio" on the 11th day of July.

(Testimony of R. W. J. Reed.)

Q. When did she clear from Nome according to your records?     A. On the 21st day of July.

Q. Have you examined your records with reference to ascertaining the date and place from which the "Ohio" cleared on her first voyage to Nome in 1908?     A. Yes.

Q. What was the date if you recollect?

A. 1st day of June.

Q. I will ask you if you have examined the records of your office generally to ascertain what if any cargo the "Ohio" carried on this particular voyage to Nome?     A. Yes, sir.

Q. Just state.

A. She entered for Nome four hundred and twenty-eight and one-half tons of general merchandise which was made up of general supplies in the way of groceries, provisions, and so forth, and I took off just a few off the first page, a small list of different things—the first item was made up of fifty cases of produce and eggs; three hundred cases of meats; forty cases fruits; ten cases lemons; one hundred and twenty-five cases of groceries; ten cases potatoes; ten of cheese and such provisions, generally.

Q. State whether or not such provisions and groceries were consigned to the merchants of Nome.

[112]     A. Yes, they were.

Q. How many passengers did the vessel bring to Nome on that voyage, according to your records?

A. Two hundred and thirty-six for Nome; one

(Testimony of R. W. J. Reed.)

hundred and sixty-six for St. Michael; four hundred and two in all.

Q. Do you recall, Mr. Reed, whether the "Ohio" filed a protest on her arrival on that voyage?

A. Well, I don't recall; I could find out, though.

Q. I wish you would do so a little later. Turn to your records for the month of June, 1908, and state the date of the arrival of all the vessels from the outside in Nome.

Mr. FULLER.—I object to that as irrelevant and immaterial, and merely burdening the record with immaterial matter.

The COURT.—Objection overruled.

Q. Just take up the first vessel, and read the name and date of arrival, of the different vessels as they arrived.

A. 3d of June, "Corwin"; 15th of June, "Victoria"; 15th, "Olympia"; 16th, "Senator"; 18th, "Northwestern"; 18th, "Yucatan"; 21st, "Stanley Dollar"; 21st, "Umatilla"; 22d, "Hyades"; 24th, "Transit"; 24th, "Montara"; 26th, "Elihu Thompson"; 26th, "Dashing Wave"; and 27th, "W. S. Porter."

Q. Now, with reference to the "Elihu Thompson" where did that ship arrive from?

A. Tacoma, Washington.

Q. You say the bark "Dashing Wave" came at the same time?

A. She came in tow of the Thompson.

Q. What is the tonnage of the "Elihu Thompson"?



(Testimony of R. W. J. Reed.)

A. Four hundred and twenty-eight tons, net.

Q. What was her tonnage with her tow?

A. Nine hundred and forty-one tons, net.

Q. And what time did she arrive here? [113]

A. On the 26th of June.

Q. Now, take up the month of July, give the names of the vessels and the dates of their arrival at Nome, that season.

A. "Barbara Hernster," July 15th; "Montara," 17th; "Olympia," 19th; Bark "W. S. Porter," 15th; "Northwestern," 15th; "Umatilla," 15th; "Edith" and "Victoria," July 25th.

Q. What voyage was it of the "Northwestern" and "Umatilla"? A. The second voyage.

Q. What voyage was it of the "Victoria" arriving July 25th in Nome, that season? A. Second.

Q. Now, on what date did the "Ohio" arrive in Nome that season? A. July 11th.

Q. And what voyage of the "Ohio" was it that she arrived on the 11th of July in Nome, that season?

A. The first voyage.

Q. I will ask you if you have examined the records of your office to ascertain the sailing dates from the ports of Seattle, Tacoma, San Francisco and Monterey of the vessels arriving in the port of Nome during the months of June and July, 1908?

A. Yes, I have.

Mr. FULLER.—I object to going into this testimony because it is irrelevant and immaterial, and there is no dispute about any of these sailing dates, and only makes a mass of irrelevant testimony.

(Testimony of R. W. J. Reed.)

The COURT.—Objection overruled.

(Paper handed witness.)

Q. Examine the paper I now hand you and state whether or not the compendation made there marked Libelants' Ex. #1 shows a list of the vessels entering the port of Nome, Alaska, during the months of June and July, 1908, the ports from which each [114] vessel sailed, the date of sailing, the dates they cleared the port of Nome and the destination of each vessel.

A. Yes, this list represents the date of arrival, date of sailing of the different vessels during the months of June and July, 1908.

Q. The ports from which they departed?

A. Yes—

Q. And the time or date of departure?

A. Yes, sir. The time of departure is written in in ink. The time of arrival is given also.

Mr. SCHOFIELD.—We offer this list in evidence and ask that it be marked Libelants' Exhibit No. 1.

Mr. FULLER.—We make the objection that it is incompetent, irrelevant and immaterial for any purpose.

The COURT.—Objections overruled. It may be received and marked Libelants' Exhibit No. 1.

Q. Give the tonnage of the steamship "Corwin," and the construction of the same.

A. Two hundred and thirty-nine tons, net, wood.

Q. Of the "Victoria"?

A. Twenty-one hundred and twelve tons, iron.

Mr. FULLER.—I object now to the witness testi-

(Testimony of R. W. J. Reed.)

fying to the contents of this exhibit; it *sepaks* for itself without his reading it also into the record. This is a memorandum simply of these different vessels, compiled from the records of the customs' office, and certainly if the paper itself is competent does not need any explanation or reading into the record.

The COURT.—If he knows without this paper he may testify without it. [115]

Q. Do you know what the tonnage and construction of these respective vessels are that you are testifying to as the records of your office show such tonnage?

A. Well, of course, the way I know the tonnage of these different vessels is from the register—the vessels' register in the office.

Q. Well, does the registry show the net tonnage?

A. Yes, also the construction. Where the word "iron" shows indicates that the vessel is steel and iron.

Q. You have been aboard all of these vessels from time to time, have you not, acting as a customs' officer at the sub-port of Nome?

A. I have not been aboard all of them, but the most of them I have.

Q. Just proceed now, and give the tonnage and construction of these different vessels as listed here on this exhibit No. 1. The "Olympia" is next.

A. "Olympia," tonnage seventeen thousand and thirty, and constructed of iron.

Q. The "Senator"?

A. Eighteen thirty-five, net, constructed of iron.



(Testimony of R. W. J. Reed.)

Mr. FULLER.—I make the same objection that it is incompetent, and it don't appear that this witness has any personal knowledge of what he is testifying to. If he is testifying to the records of his office the records themselves should be produced. It seems that this list has just been prepared from something else, just for the purposes of this lawsuit, and we object to the use of it by this witness, because we have had no opportunity to verify it.

The COURT.—Objection overruled.

Q. The “Northwestern”?

A. Twenty-three hundred and twenty-four tons, net, constructed of iron.

Q. “Yucatan”?

A. Twenty-three hundred and seventeen tons, net; constructed of iron. [116]

Q. “Stanley Dollar”?

A. Nine hundred and fifty-five tons.

Q. Do you know what her construction is?

A. Well, I believe she is wood; but I am not positive about that. Of course a person could take a little time and ascertain what the construction of this “Stanley Dollar” is, although a good many of these merchandise vessels have changed a great deal from their original construction, but my impression is that most of the Dollar line of boats are wooden construction.

Q. The “Umatilla”?

A. The “Umatilla” is twenty-one hundred and sixty-eight tons, constructed of iron.

Q. The “Montara”?

(Testimony of R. W. J. Reed.)

A. Sixteen hundred and ninety-five tons; iron. "Elihu Thompson," four hundred and forty-eight tons, constructed of iron. The bark "Dashing Wave," in tow of the "Thompson," nine hundred and forty-one tons, net, wood.

Q. The "W. S. Porter"—

A. The "Porter" is blurred here—

Q. Thirty-five twenty-four tons?

A. Yes, constructed of iron.

Q. "St. Helens"?

A. Seven hundred and seventy-nine tons.

Q. And what is her construction?      A. Iron.

Q. The "Mackinaw"?

A. The "Mackinaw," two thousand and five tons; iron.

Q. The "Ohio"?

A. Two thousand and seventy-two tons; built of iron.

Q. Bark "W. B. Flint"?

A. Seven hundred and forty-six tons; wooden construction.

Q. Northwestern, second voyage? [117]

A. Twenty-three hundred and twenty-four tons; iron.

Q. The "Trader"?

A. The "Trader" is wood; nine tons.

Q. The "Edith"?

A. Fourteen hundred and ninety-five tons; iron.

Q. I will ask you if from your records you are able to ascertain the date the "Corwin" left Seattle on her first voyage in 1908?

(Testimony of R. W. J. Reed.)

A. Yes; on the 9th of May, 1908.

Q. And arrived in Nome?

A. Arrived in Nome on the 3d of June.

Q. How many days was she on the voyage?

A. Twenty-five days.

Q. When did the "Victoria" leave Seattle, when she arrived in Nome, and how many days was she on the voyage?

A. She left Seattle on the 1st day of June; arrived on the 15th of June, and was either fifteen or sixteen days; I don't know which.

Q. And the "Olympia"?

A. The "Olympia" left on the 30th day of May; arrived in Nome on the 15th of June.

Q. The "Senator"?

A. The "Senator" left Seattle the 1st day of June, arrived June 16th.

Q. The "Northwestern"?

A. The "Northwestern" left on the 4th of June; arrived June 18th.

Q. The "Yucatan"?

A. She left San Francisco June 1st; arrived in Nome June 18th.

Q. The "Stanley Dollar"?

A. She left Seattle on June 7th; arrived in Nome June 21st.

Q. The "Umatilla"?

A. "Umatilla" left Seattle June 4th; arrived in Nome 21st.

Q. The "Montara"?

A. Seattle June 11th; arrived June 24th. [118]



(Testimony of R. W. J. Reed.)

Q. The "Elihu Thompson" with bark "Dashing Wave"?

A. Left Tacoma May 29th; arrived in Nome June 26th.

Q. "W. S. Porter"?

A. The "W. S. Porter" left Monterey June 3d, arrived in Nome June 27th.

Q. "St. Helens"?

A. "St. Helens" left San Francisco June 9th; arrived in Nome July 9th.

Q. The "Mackinaw"?

A. The "Mackinaw" left Seattle on the 22d day of June, and arrived off Nome July 9th.

Q. The "Ohio"?

A. The "Ohio" left Seattle June 1st; arrived in Nome July 11th.

Q. The bark "W. B. Flint"?

A. Left San Francisco May 11th; arrived in Nome July 15th.

Q. The "Northwestern," second voyage?

A. "Northwestern," second voyage, left Seattle July 6th, arrived 15th.

Q. "Umatilla"?

A. "Umatilla," second voyage, left Seattle, July 6th, arrived July 16th.

Q. "Trader"?

A. "Trader" left Seattle May 19th, arrived July 16th.

Q. "Edith"?

A. Left San Francisco July 3d, arrived July 25th.

Q. "Victoria," second voyage?

(Testimony of R. W. J. Reed.)

A. "Victoria," second voyage, left Seattle July 17th, arrived July 25th.

Q. What kind of vessel is the "Corwin" with reference to the service employed?

A. She is employed on the first trip, comes coast-wise from Seattle to Nome, comes what is called the inside passage.

Q. With reference to being a freighter or passenger craft? [119]

A. She is both—carries both.

Q. And the "Victoria"?

A. She is the same, except that she comes direct to Alaska.

Q. With reference to the service she is in?

A. Passenger and freight, also.

Q. And the "Senator"?

A. She has accommodations for passengers—carries freight and passengers, also.

Q. The "Northwestern"?

A. The same is true of her, also.

Q. And the "Yucatan"?

A. Well, at that time she was in the freight and passenger service.

Q. The "Stanley Dollar"?

A. The "Stanley Dollar" is a freighter.

Q. The "Umatilla"?

A. She is in the freight and passenger service.

Q. The "Montara"?

A. The "Montara" is a freight boat.

Q. The "Elihu Thompson"?

A. She is the meat boat for the Pacific Cold Storage Company.

(Testimony of R. W. J. Reed.)

Q. Carried no passengers? A. No.

Q. The "W. S. Porter"?

A. The "W. S. Porter" is an oil ship that comes in here from Monterey.

Q. Carries no passengers? A. No, sir.

Q. The "St. Helens"? A. Freighter.

Q. "Mackinaw"? A. Freighter.

Q. "Ohio"?

A. Passenger and freighter. [120]

Q. Bark "W. B. Flint"?

A. She is or was at *time* time a lumber schooner.

Q. Carries no passengers? A. No.

Q. The "Northwestern"?

A. Carried freight and passengers.

Q. The "Trader"?

A. The "Trader" is a small vessel that is used along the coast here, between here and Siberia; she has been trading along here with Siberia for several seasons; she may carry passengers, a few, but her principal business is trading along the coast.

Q. The "Edith"?

A. The "Edith" is a freighter.

Q. State whether or not from your knowledge as a customs officer of this port you can state the general nature or class or kind of service of the "Victoria," "Senator," "Northwestern," "Umatilla" and steamship "Ohio."

Q. That is with reference one to the other?

A. Yes, with reference to their class one way and another? A. They are all in the same service.

Q. Practically the same class of vessel and in the



(Testimony of R. W. J. Reed.)

same service?      A. Yes, sir.

Mr. SCHOFIELD.—You may cross-examine.  
[121]

Cross-examined.

(By Mr. FULLER.)

Q. You were in the office of the customs department in 1908, were you?      A. Yes, sir.

Q. What kind of a vessel is the “Corwin” with reference to her construction?      A. She is wood.

Q. She is specially built for these northern waters, to go into the ice, is she not?

A. She is reinforced in her bow.

Q. She is especially reinforced to encounter the ice, is she not?

A. I believe her bow is reinforced.

Q. What was her condition at the time she arrived here on the spring of 1908 as to being injured?

A. As far as I recollect the “Corwin” was all right.

Q. She filed a protest, did she not?

A. Well, they always do that, but so far as I recall now I don't know whether she did that voyage or not.

Q. Did you make any examination of her?

A. No.

Q. You don't know whether she was all right then or not, of your own knowledge, do you?

A. No, the only thing I would know in case she filed a protest would be the fact that such a protest was filed as it would not state the amount of kind of damages, only that she was damaged; I would not

(Testimony of R. W. J. Reed.)

know the ground or how it occurred, therefore I don't know anything about it, not even whether she filed a protest or not.

Q. Well, you know that the "Victoria" was damaged that year, do you not?

A. Yes, everybody else knows about that, too.  
[122]

Q. And also that the "Olympia" was damaged?

A. Yes, sir.

Q. And the "Senator"? A. Yes.

Q. And the "Northwestern"?

A. Well, I *know* the "Vicotia" and "Senator"—I don't recollect about the "Northwestern."

Q. Have you the records in your office now showing whether or not these vessels filed protests on their arrival in Nome that year?

A. Well, we may have. It is customary to file a protest—that is, it is usually done.

Q. You have not that record here with regard to that now? A. No.

Q. You know that the "Yucatan" was damaged, do you not?

A. No, I don't know whether the "Yucatan" was damaged or not.

Q. Well, do you know that she was not?

A. No; I don't know that she was or was not; I simply don't know.

Q. Simply don't know?

A. No, I don't recollect with regard to those two.

Q. The "Stanley Dollar"—do you remember about her?

(Testimony of R. W. J. Reed.)

A. No, I don't recall with regard to that.

Q. And the "Umatilla"?

A. No, I am not positive about the "Umatilla," either.

Q. Will you examine the records of your office and see whether or not in each of the other of these vessels damages were sustained or not?

A. Yes, I can do that.

Q. And all the damage that was done to either of these vessels was caused by being in the ice, being caught in the ice, was it not?

A. Well, that is as far as I know, it was; of course, I could not swear to that, though. [123]

Q. The "Ohio" of course, was a seaworthy vessel?

A. Well, of course, if she had not been it was the fault of the officers at Seattle in allowing her to leave. I didn't see her leave, and don't know anything about that.

Q. She must have been inspected by the inspector or vessels' service before she was allowed to depart, as every vessel is required to be?

A. Well, all vessels are supposed to be inspected once a year. That comes under the steamship inspection service, and every boat is supposed to be inspected and passed each year, that she is tight and fit for sea; the customs officers have nothing to do with that, except to see that she has her certificate and is in the proper class; we do not have anything more to do with that, except to take their word for it.

Q. Could she clear from Seattle without her proper equipment? A. Yes, she could.



(Testimony of R. W. J. Reed.)

Q. She could?      A. Yes, sir.

Q. How?

A. Well, if they didn't happen to check her up, we would have nothing to do but to enter her, from there, as long as they cleared her.

Q. Well, they are supposed to check her up, are they not?

A. Well, a steamboat company whose vessels are known they take it that they have got the proper equipment, and take a boat from that company, if she comes in to clear, they clear her without any question of her equipment, and of course, that goes; that is all that is heard about it. But of course, they would not clear her if ever they happened in checking her up to find that she wasn't all right. But so long as they have cleared her they would not expect the customs officers to come in and impeach their [124] records.

Q. Do you mean to say that vessels can clear without any inspection being made of her?

A. As far as her equipment goes, she is up to the customs officers. That is all I know, and that is what the steamship inspectors know—

Q. Well, I am referring now to both branches of the service.

A. She is inspected once a year; her lifeboats are inspected, life-preservers—everything pertaining to her equipment is inspected once a year, and after that she is supposed to have proper equipment on her.

Q. They are supposed to be, but also are they not kept in proper condition all the time?

(Testimony of R. W. J. Reed.)

A. Yes, they are.

Q. That is a part of their duty?

A. That is not part of the customs officers' duty.

Q. That is the duty of the Inspector of Hulls and Boilers?     A. Yes, sir.

Q. Now, if you will look up the matter of the protests—

A. You want the different protests that were filed in the year 1908, by the different vessels?

Q. Yes, if you please. I want the record which you have of it.

A. You want the record we have in the office of the protests. I will bring it, yes, sir.

Mr. FULLER.—That is all for the present.

Mr. SCHOFIELD.—That is all.

(Witness excused.)     [125]

[**Testimony of Lawrence S. Kerr, for Libelants.**]

Mr. LAWRENCE S. KERR, a witness produced on behalf of libelants, and having been duly sworn, testified as follows:

(By Mr. SCHOFIELD.)

Q. Mr. Kerr, you are one of the libelants in this case, are you?     A. Yes, sir.

Q. State whether or not on the voyage of the steamship "Ohio" leaving the port of Seattle on June 1st and arriving at the port of Nome on the 11th day of July, 1908, you were a passenger on said ship.

A. Yes, sir.

Q. How much did you pay for your ticket?

A. One hundred dollars.

Q. Do you know what length of time was consumed,

(Testimony of Lawrence S. Kerr.)

Lawrence, from the port of Seattle to Unimak Pass of your personal knowledge, of that voyage?

A. Why, I think it was seven days—six days and a half or seven days; I wouldn't be positive.

Q. And at what point on Bering Sea approximately did you first encounter ice on that voyage and when?

A. Well, we encountered ice first about two days after we went through Unimak Pass, near Nunivak Island—that is slough ice; that was the first ice we saw.

Q. Did you encounter any vessels of the Nome fleet at or prior to that time?

A. Yes; we encountered them all.

Q. All of them?

A. Well, now, I don't know—yes, we did, too; we saw—I think we saw every vessel of the Nome fleet, passed within our sight.

Q. Just name them.

A. Well, the first one we saw was the "Hyades," off Nunivak Island; then the "Senator," the "Umatilla," "Northwestern," "Yucatan," "Transit," and I think there were two or three government [126] boats, the "Yorktown" and "Thetis," and then I think that was all until we got up to Sledge Island, about the 17th of June, and then of course we come up with the "Senator" and "Olympia" and "Victoria"—those boats that I have named passed us close by, and there were several others I am pretty sure that I don't recollect the names of now.

Q. During any time on that voyage state whether or not you saw any revenue cutters running towards



(Testimony of Lawrence S. Kerr.)

Bering Sea.      A. Yes, sir.

Q. What was the first revenue cutter you saw?

A. The "Thetis" was the first; the "Thetis" *staid* with us for about ten days, and after we went back to Dutch Harbor the "McCullough" followed us.

Q. Approximately, do you know how near you were to Nome and Sledge Island on your voyage prior to turning back to Dutch Harbor?

A. Well, we were so near that we could see the capes along the coast very distinctly, and everybody began to pack up their things to come ashore.

Q. What were the ice conditions at that time at that point?      A. We were in no ice at all.

Q. What day of the month was that, do you recall?

A. Well, as I recall now, I am pretty sure it was the night of the 17th of June or the morning of the 18th; it was about one or two o'clock in the morning.

Q. What other vessels were in sight at that place?

A. Well, there seemed to be three vessels at 11 o'clock and from then on—the "Senator," "Olympia" and "Victoria."

Q. And in what direction were those vessels from you at that time?

A. Well, those vessels—there were two of them that seemed to be further to the east—down this way (indicating) they were in the ice pack and we were in clear water; it looked that way to us, any way.

[127]

Q. Looked like you were in the ice pack?

A. No, we were in no ice at all.

Q. You were further up the coast?

(Testimony of Lawrence S. Kerr.)

A. We were right up by Sledge Island and there was no ice there at all, where we were.

Q. What was the condition at Sledge Island as to being in the ice or in clear water?

A. Well, the Island was in clear water.

Q. State whether or not you went up on ship's deck off Sledge Island and observed whether there was water between there and the shore, or whether there was an ice pack there.

A. Well, I took the glasses and went up on the upper deck and you could see beyond the ice pack—that is beyond the Island between there and the shore it was all clear next to the shore.

Q. You mean there was an open lead between the ice and shore between the Island and the mainland?

A. Yes, sir.

Q. What was the width of the open lead of water, approximately, would you say?

A. Oh, I guess it must have been ten or fifteen miles.

Q. What, if anything, at that time was there to deter the vessel from proceeding on her way to Nome? A. Nothing; only Captain Conradi.

Q. Did you have any conversation with the captain at that time?

A. Well, just general conversation; I didn't talk to him any at that particular time, but after we found out instead of coming to Nome we were going south again; then, of course everybody raised a big howl to come on in to Nome, and he said that there was a big earthquake in Nome, right here at Nome,



(Testimony of Lawrence S. Kerr.)

and he did not want to bring his boat in to Nome anyways, because the ice was piled high on the beach and he couldn't get in any way; that there had been a big earthquake [128] and fire and that the ice was miles on the beach and all piled up like mountains, and everything—that kind of talk—

Q. Was that his excuse for not coming on in to Nome at that time? A. Yes.

Q. When did you return back to the south again, after you had been this near to Sledge Island?

A. Well, I guess it must have been about two o'clock in the morning when we discovered that we were going to St. Lawrence Island in the same lead that we had come through coming to the north, towards Nome.

Q. Now, in making that voyage to St. Lawrence Island after having been off Sledge Island, state whether or not you encountered any ice—whether the "Ohio" encountered any ice.

A. No, we were in an open lead, in the same lead that we came through, all through the morning. Then in the afternoon, along ~~about dinner time~~ he blew—he blew the gong or bell, and slowed down, stopped, in fact, and waited until the ice came up on both sides, so we could just see the ice on both sides.

Q. State whether or not you encountered any ice on the way back to St. Lawrence Island.

A. No, sir.

Q. Then from the time you got back to St. Lawrence Island then what did the vessel do? Where



(Testimony of Lawrence S. Kerr.)

did the vessel go?

A. Why, he took us under the lee of St. Lawrence Island and anchored us, for I guess it must have been pretty nearly three weeks, off and on; it was two weeks at the very least.

Q. Anchored in the same place?

A. Well, he would move around and let the people think he was looking for a lead—he would steam ahead under slow bell [129] and *the* when everybody thought we were on the way in again, first thing we would notice he would be going south again—he would turn around and steam south again just as hard as he could.

Q. State whether or not during the time he was steaming rapidly to the south you were in the ice.

A. No, sir, there was not a sign of ice, any place—you could not see a piece of ice big as my hand, anywheres.

Q. Now, after he had anchored in the lee of or in the vicinity or neighborhood of St. Lawrence Island for a space of three *week*, then what did he do?

A. Well, in the meantime the “Thetis” came along and tried to bring us in. The captain of the “Thetis” came at this time in his ship’s boat, along at the edge of the ice—at that time there was about from three to five or seven, maybe, miles of ice, and he had hauled his boat over to the edge of the ice and then came over aboard of the “Ohio”—the captain of the “Thetis,” I mean, came aboard and wanted Capt. Conradi to bring us in, to bring the ship in, and he promised him that he would come

(Testimony of Lawrence S. Kerr.)

along in. The captain of the "Thetis" told Conradi, he said, "I will follow you," and in the morning when the "Thetis" had started off to the north *wh*, Conradi he just started south again, and some further to the westward; finally he got down south a little ways and then he anchored again. Well, about this time grub was getting short and there was no water, and we run out of coal, only had coal enough to run one boiler, so he goes to Dutch Harbor then—

Q. When did he arrive at Dutch Harbor the second time?

A. In the morning of the—no, the afternoon of the—no, it was on the morning of the 4th of July, along about two o'clock, along about that time—no—I forget just exactly now which it was, the 3d or the 4th of July—I am not [130] positive which it was.

Q. Now, during the time you were anchored as you say two or three weeks in open water near St. Lawrence Island, state whether or not the captain at any time attempted to take the ship up to the ice to ascertain whether or not there were any leads coming in to Nome.

A. No, not that I know of; he just lay there.

Q. Any other vessels or revenue cutters, aside from the "Thetis" there at that time?

A. Do you mean whether there were any other vessels passed us?

Q. Yes, or any other vessels that you passed?

A. Come to Nome, do you mean?

Q. Yes, meeting each other, or passing each other?

A. Yes, we passed both ways, both going and com-



(Testimony of Lawrence S. Kerr.)

ing, the "Umatilla" and the "Yucatan" and "Northwestern"—they were particularly close to us, I remember.

Q. Did you see any other vessels besides the "Umtailla" which had made the port of Nome and passed you coming out?

A. Well, we could see other vessels, but of course we were not close enough to know who they were.

Q. State whether or not the captain of the "Ohio" attempted to intercept any of these vessels with a view to ascertaining what the ice conditions between him and Nome.

A. No, sir, whenever he saw a boat coming he would generally run away from her if he could.

Q. Now, you say you arrived at Dutch Harbor about the 3d or 4th of July?      A. Yes, sir.

Q. How long did you remain at Dutch Harbor?

A. We got in there about noon and went ashore, and then we left right after we'd had a dance about four o'clock in the morning, I guess.

Q. What provisions, if any, were taken on at Dutch Harbor? [131]

A. Well, all that I remember that we bought what we could ourselves, and the ship took on some of this sick codfish that they caught there in Dutch Harbor, a few bunches, seven or eight, I guess, and nothing more.

Q. State whether or not any coal was taken on at Dutch Harbor.

A. No, he did not—he wouldn't take on any coal there.



(Testimony of Lawrence S. Kerr.)

Q. Do you know whether there was any coal there?

A. Yes, there was lots of coal—

Q. Where was the coal?

A. Over at the coal-bunkers at Unalaska.

Q. State whether or not there was any vessels at Dutch Harbor when the “Ohio” landed there.

A. Yes, sir, the “McCullough.”

Q. What service is the “McCulloch” in?

A. She is a revenue cutter.

Q. Do you know if there were any negotiations had between the captain of the revenue cutter “McCulloch” and Capt. Conradi of the “Ohio” with reference to urging the “Ohio” to come on into Nome?

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial.

The COURT.—Objection overruled.

A. Yes, sir.

Q. What were they?

A. Well, I was in the office doing some work for Mr. Gray and the Auditor for the company—

Q. The old N. A. C. Company?

A. Yes—no, the old A. C. Company, and Capt. Conradi came in there, and I was behind the counter, running the machine—the typewriter—and he wanted to know about—Mr. Gray asked him what he was doing in there again, why he hadn’t come on to Nome, that there had been other boats come into Nome and were out again, and wanted to know why Conradi [132] hadn’t come on in to Nome, and Conradi asked Mr. Gray if he didn’t know there had been a great earthquake here at Nome and a

(Testimony of Lawrence S. Kerr.)

big fire, and the boats were all piled up on the beach. Mr. Gray told him there was nothing of the kind. He said he had never been in here before, and that he would steer his boat there later on—he said, “Never mind, me; I have an object in view.” Mr. Gray told him that other boats had come in and had made a good trip and he could do the same with the “Ohio.” But Conradi told him that the other boats were all wrecked and the people were starving to death by the hundreds here in Nome, and that he was not going to risk his ship and his reputation. Just then the officers off the “McCullouch” came in and Conradi began all over again about how the boats were all destroyed and the people starving to death, and a lot of such stuff as that, so that he could induce the captain of the “McCullouch” to come ahead and leave us at Dutch Harbor. He said the boats all were stuck in the ice and piled up on the beach and the people starving to death, and that he wouldn’t risk his boat, and a lot more such stuff to the captain of the “McCullouch.” Then he said he was short of provisions and short of coal, and asked Capt. Gray if he would let him have provisions to take the ship in. Mr. Gray said yes, there was a big warehouse full of provisions and supplies, but as I remember, all he took was a little flour and a few sacks of beans, and a lot of these fish that the natives were catching and throwing up on the wharf there at Dutch Harbor.

Q. You say that the captain of the “McCulloch” came aboard at that time. Were there any negotia-



(Testimony of Lawrence S. Kerr.)

tions between him and Conradi as to the "McCullouch" piloting the "Ohio" into Nome from Dutch Harbor?

A. No, only the captain of the "McCullouch" said for Conradi to [133] follow him, and he would give him the leads on into Nome. So Conradi was still talking about taking on coal, but he said he couldn't take his ship into Unalaska, so the result was we came on without getting any coal. But Conradi then says that he wasn't going to take his ship into the ice, as he had been promised that he would get a reward, he said if he didn't get in the ice. He says, "I don't want to if I can help it, but if I can't help it, why, I will." So then the next morning early he pulled out ahead of the Government boat, and she was to follow, and first thing we knew we were going right straight again to St. Lawrence Island. Then of course we knew that Conradi didn't intend to go into Nome or near the ice. We went right north and south, up this open lead we had been in before, and we were right in between the revenue cutters, anchored there.

Q. Now, after leaving Dutch Harbor state whether or not you did take the course laid out by the revenue cutter "McCullouch" towards Nome.

A. No, sir, we did not.

Q. State what as a matter of fact you did.

A. Capt. Conradi took right back again in the same place because you can tell where the place was by the way it looks, standing off the islands there, like.



(Testimony of Lawrence S. Kerr.)

Q. State whether or not you were in sight of St. Lawrence Island.

A. No, we never sighted land after we left Dutch Harbor.

Q. What did the "McCullough" do after that, if anything?

A. Well, in a day or so the "McCullough" finally caught up with us, when the fog lifted one morning, there we were right close by the "McCullough."

Q. What did you do with reference to remaining *anchor* after leaving Dutch Harbor? [134]

A. Well, instead of going to St. Lawrence Island, or wherever he was running to—I don't know where it was, he just went over and threw down his mud hook again, and we stood there in the fog.

Q. State whether or not there was any ice in that place.     A. No.

Q. How long did you remain there?

A. Well, only about three days, in the fog. The "McCullough" and "Thetis" were blowing their fog whistles all the time, and you could tell we were only just a little short ways, from the sound, but Conradi would not answer at all, and I think it was the third morning when the fog lifted there we were right—we were just right in between the two revenue cutters—one in front of us, and the other just a little further away over to the side of us, like this (illustrating), so then Conradi couldn't get away.

Q. You say that the captain of the "Ohio" failed to answer the whistles from the vessels while lying at anchor in the fog?

!(Testimony of Lawrence S. Kerr.)

A. Sure he did, and we could tell that we were pretty near onto something, from the sound, and they blew their fog signals and rung their bells every half minute, any way, all the time, and there we were, everybody expecting to be run into most any minute, and then finally when the fog did lift we were so close up to these other boats, the "Thetis" and "McCulloch" that you could recognize people on board of her.

Q. How long did the "Ohio" lie in the fog and refuse to answer the signals of the revenue cutters?

A. Oh, I should judge twenty-four hours at least.

Q. State whether or not those signals were of frequent occurrence.

A. Yes, sir, I guess every half minute or minute, any way. [135]

Q. What do you mean by signals?

A. Well, you know when it is foggy out at sea they always blow the whistle—the fog whistle.

Q. During the time you were lying at anchor in the fog, state whether or not he rung the bell aboard the ship.      A. No, sir.

Q. State whether or not the "Ohio" blew her whistle.      A. She did not.

Q. Now, you have stated that when the fog lifted there were a couple of revenue cutters near where you were.      A. Yes, sir.

Q. What were they?

A. Well, the "Thetis" was laying back of the ice just north of us—yes, the "Thetis" was north of us.

Q. And about how far away?

(Testimony of Lawrence S. Kerr.)

A. Well, you could see and recognize persons aboard of the "Thetis"; that was how close up she was to us.

Q. You could recognize them on board the "Thetis"?

A. Oh, yes. The "McCullouch" was south of us, but I should think she was not more than a quarter of a mile, I guess away from us.

Q. What occurred then?

A. Well, the captain of the "Thetis" was pretty angry and so was the captain of the "McCulloch."

Q. Did you hear any conversation between them and the captain of the "Ohio" at that time?

A. Yes.

Q. What was it?

A. Well, they—I think it was the captain of the "Thetis" came over and swore at Conradi and "wanted to know where in hell he had been for the last three days." Told him to come on up now and quit monkeying with the United States mails; that he had monkeyed with the United States mail and [136] passengers just as long as he was going to allow him, and that he was either coming on into Nome with his ship or he would take the mail and passengers off and bring them into Nome with him, and he might do as he pleased with his ship, but that he had done all the monkey work he was going to put up with. Conradi ordered him to get down off the bridge, and stormed around—

Mr. FULLER.—Objected to that as incompetent and immaterial, what the captain said.



(Testimony of Lawrence S. Kerr.)

The COURT.—Objection overruled.

Q. Proceed.

A. The *the* captain of the “Thetis” told him to come over there, and Conradi got the United States flag and draped himself in it and goes over on board the “Thetis,” and what occurred over there between them I don’t know, as I could not hear all of it, because they were right up in the bow of the two boats.

Q. What occurred after that?

A. Well, Conradi came home again and went up on deck and walked back and forth, storming around—of course, it tickled me—I hadn’t seen anything so funny for a long time, and that made him worse, and finally he went into his side room there, and then finally he came out again, and said that he was master of this ship; that he was responsible for her, and that she should not move, and he asked these other captains if he should allow the boat to go on if they would be responsible for her. The captain of the “Thetis” said no, he would not be responsible for her, but that if he wanted to anchor there he would take off the passengers and mail and go away and leave him there, but that he would not leave the passengers and the United States mail there—that he would not leave without them; that he would take the passengers and mail off. Then, after some more powwow [137] between them, Conradi came back aboard the “Ohio” and we started to Nome; the “Thetis” went ahead and the “McCulloch” followed us.

Q. Now, what day was that when you finally

(Testimony of Lawrence S. Kerr.)

started in to Nome?

A. This was the 10th day of June.

Q. 10th of June?      A. Yes, sir.

Q. June or July, was it?

A. 10th day of July.

Q. State whether or not you had any trouble in getting through to Nome.      A. No, sir.

Q. Encountered any ice?

A. A little bit but not much; I think they said there was something like eleven miles of fringe ice, before we got into Nome, was all we saw; we just come right through it withou any trouble.

Q. While you were anchored out there, as you say, you were near St. Lawrence Island, I will ask you whether or not you saw the "Corwin"?

A. We saw a boat coming towards us and they said it was the "Corwin."

Q. Did she ever arrive up within hailing distance of you?      A. No, because we ran away.

Q. In which direction was she sailing?

A. Westerly and southerly.

Q. What date was this approximately?

A. That was sometime, I presume, towards the last of June—I don't know just the date. The last days of June or first days of July.

Q. Do you know whether or not the postal authorities of the United States came out to the "Ohio"?

A. Yes, sir. [138]

Q. Represented by whom?      A. Mr. McManus.

Q. Did you hear any conversation with reference to the mail aboard the ship?      A. Yes, sir.

(Testimony of Lawrence S. Kerr.)

Mr. FULLER.—I object to any conversations between anyone and the officers of the “Ohio” as incompetent and immaterial, any attempt on the part of the postal authorities or anybody else, with regard to the running of the ship.

Q. Conversations between whom were they?

A. No, I didn’t hear any conversations between Mr. McManus and the captain of the “Ohio”; I heard conversations between the captain of the “Thetis” and the captain of the “Ohio.”

Q. That is the conversation you have related?

A. Yes, sir; I have told you the conversation, what I remember of it, that occurred between the captain of the “Thetis” and the “Ohio.” I think they were aboard the “Thetis” when they had the conversation with McManus.

Q. How many trips, Lawrence, have you made from Seattle to Nome on the first sailings, leaving on or about the 1st of June?

A. Well, I have been coming up here for eleven years off and on; I guess the first sailing I have made four or five.

Q. What boats have you come on?

A. Well, I don’t just remember—the “Santa Ana” and the “Garonne,” “Victoria” and “Oregon”—

Q. When did those boats ordinarily leave the port of Seattle on their first voyage to Nome?

A. Well, I have always left about the 4th or 5th of June.

Q. State whether or not it is usual on the first voyages to encounter more or less ice in Bering Sea.



(Testimony of Lawrence S. Kerr.)

A. Yes, we always did. [139]

Q. State what has been the general running time in those class of vessels between Seattle and Nome on the first voyages.

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial, what the general running time of other years has been.

The COURT.—Objection overruled.

A. Well, I have never been before this time more than twelve or fourteen days when we were stuck in the ice, sometimes not that long.

Q. Now, what were the ice conditions on the 10th and 11th of July when this ship finally did come in in charge of the revenue cutters—the “Ohio” came in in charge of the revenue cutters with reference to other years you have come up on other vessels?

A. Well, on the 10th and 11th of July there was no ice at all that would stop any boat at all; and we came right through; we never stopped, ran at full speed through this little fringe of ice that we saw before we did come in. There were occasionally little channels through the drifting ice, where the ice was all broken up, but it didn't stop us a bit; we came right through. We came as fast as the “Thetis” could, but of course we could make better time than the “Thetis,” and she came full speed ahead, so of course we could only come as fast as she did, because she was ahead of us, and we came through six or seven miles of this slush ice, or maybe it was eleven miles; that was what someone said—eleven miles of this drift, but we came right ahead and didn't stop

(Testimony of Lawrence S. Kerr.)

for anything, and if it hadn't been for these other boats we could have come back in less time than we did because the "Ohio" is a faster boat. [140]

Q. Now, it is claimed by libelants that they were put upon short rations for a space of one week. When did this occur approximately with reference to the time the "Ohio" first met ice near Nunivak Island?

Mr. FULLER.—We object to that as incompetent, and because there is no testimony that they were ever put upon short rations as yet.

The COURT.—Objection overruled.

A. This was after we had struck the ice, just the week prior to coming back to Dutch Harbor, just six or seven days prior to that time.

Q. Where was the ship at the time you were put upon short rations, under way or at anchor?

A. Well, she was at her usual stopping place, down by St. Lawrence Island.

Q. In the ice, I believe you said.

A. Well, maybe sometimes we might be near shore and there would be no ice to speak of; then again there would be ice packs moving around us for a day or so and go on by, something like that.

Q. Now, what date was that, about, as near as you can fix it?

A. Well, I would think that was about third, towards the end of the third week—I know we went back to Dutch Harbor on the 3d, and this was the six or seven days prior to that time—six or seven days prior to the 3d of July, would make it somewhere



(Testimony of Lawrence S. Kerr.)

around the last of June.

Q. The latter part of June?

A. Yes, the latter part of June or first of July.

Q. Up to your rearrival at Dutch Harbor?

A. Yes.

Q. State to the Court of what those short rations consisted, for instance, while you were upon short rations, what would they give you for breakfast, what for dinner and [141] what for lunch, as near as you can recollect.

A. Well, for breakfast, we had no bread—of *course*, we used to have tea—

Q. How long was the ship without bread?

A. Oh, we didn't have any bread for a space of maybe a week—I don't know just how long it was, and then we didn't have any bread again after we came back from Dutch Harbor; then we didn't have bread after two or three days; we got a little flour at Dutch Harbor, I guess, and had bread for a couple of days, and then after that we didn't have any bread—two different times, as I remember.

Q. Proceed.

A. Well, we would have coffee and sea biscuits and beans and mush, and something like that.

Q. Well, what was your ordinary breakfast during the time you were upon short rations?

A. Well, we would not have anything fit to eat much—sometimes we would have a little soup and some bacon and maybe beans and mush—I don't remember—I know the mush we had you couldn't eat because they didn't cook it so it *as* fit to eat—



(Testimony of Lawrence S. Kerr.)

Q. What was the trouble with it?

A. Well, I don't know what it was, only that you just couldn't eat it at all. Some mornings maybe we would have some hash that was made of meat that smelled to heaven—was so rotten you couldn't bear it on the table—you'd have to leave the table, the meat was so rotten and smelled so badly—

Q. (Interrupting.) Was that the general character of the meat that was offered to the passengers for table fare?

A. Yes—you see, the meat was hung up on the deck—it was never taken down in the hold or to the ice plant, if they had one—and I understood they had an ice plant, but it [142] was placed on deck, and then when they took off the hatches there was some of Rooney's stuff down there, and that was rotten, and they'd bring that up and heave it overboard—all of it spoiled by being down in the hold so long, and then this meat that was so rotten, it was hung just right in front of our cabin door; and altogether with that smelling so bad and these vegetables, cabbage and so forth, why, the stench was something awful. The meat was so bad that even the steerage passengers wouldn't eat it, and everybody complained about it. And then with all that to have these rotten vegetables around—well, until they would throw that overboard, it was a vile place anywhere on deck, and especially—worse on our part of the ship. People wouldn't come up on our side of the ship at all—it smelled so badly. If they had taken Rooney's stuff up and fed it to the passengers

(Testimony of Lawrence S. Kerr.)

before it got spoiled—but instead of that they just heaved it overboard.

Q. Why?

A. Why, because it was rotten. The meat was so bad—one day Col. Weatherly was sick and I tried to get some meat broth for him but it was too bad. Col. Weatherly and Fox Ramsay were on our side of the boat, and they made more kick than anybody else, I guess, about the meat being so rotten and smelling so awful bad.

Mr. FULLER.—I move to strike out the last portion of the witness' answer because it is not responsive to the question.

The COURT.—The last portion of the answer is not particularly responsive and it may be stricken out.

Mr. FULLER.—I wish also to object to both question and answer as not within the issues raised by the pleadings. There is no [143] general allegation that they served bad meals, only that they were put upon short rations, but the quality of the food is not complained of.

The COURT.—Objection overruled; motion denied.

A. Well, we complained to the captain to have it taken off our side of the deck because when the wind blew our way we could not sleep nights on account of the rotten smell from this rotten meat.

Q. What was the weather conditions during this time as to whether it was bright sunshine, cloudy, wind or rain or how was it?



(Testimony of Lawrence S. Kerr.)

A. Well, as a general thing it was beautiful weather; the sun was shining most of the time; of course, sometimes there was fog, but the days were beautiful as far as we could see ashore. There was one or two times at St. Lawrence Island where we had rainy weather but aside from the ice we had bright weather most of the time, as I remember.

Q. Now, during the time that you were put upon short rations, state whether the food supplied was or was not of good and sufficient quality as alleged by the claimants in their answer, or whether the food was insufficient in quantity and poor in quality.

A. It was insufficient in quantity and very poor in quality.

Q. I will ask you if you ever were offered a supply at table while you were on short rations of good wholesome food, sufficient in quantity in itself to answer the ordinary needs of the ordinary man?

Mr. FULLER.—I object to this question. I don't think this witness has qualified as a food expert. He can testify as to his own experience, but I don't think he can testify as an expert as to what would [144] be necessary to sustain the ordinary man.

The COURT.—I have my doubts about this witness being competent to testify to what an ordinary man would require. Objection is sustained to that portion of the question.

Q. Well, I will put it this way, as to whether or not the food supplied was insufficient, as to whether or not you heard any complaints among the passengers as to whether or not there was an insufficiency of food



‘(Testimony of Lawrence S. Kerr.)

aside from the poor quality of the food.

Mr. FULLER.—That is objected to as incompetent testimony.

The COURT.—Objection overruled.

A. I did hear kicks, yes, sir.

Q. Well, what kind of kicks did you hear?

A. Well, both as to the quality and quantity of grub.

Q. What was defective about it?

A. Well, it wasn’t good; that is all; I don’t know that I know just what *as* the matter with it.

Q. Can’t you specify?

A. Well, I know there were some days that you could not eat the meat, that it was so spoiled and smelled so bad that it would make you sick; you couldn’t stand to have it come near you. Sometimes you would go to the table, and you wouldn’t order any meat to eat yourself at the table, but the person that was sitting next to you would ask for meat and when it came on it would smell so bad, why, I’d have to “beat it”; that was all. And the same way with the soup; it would be made out of this same kind of meat, and when it came through the door it would smell so bad there was nobody could eat it. Then they’s fix it up in all kind of ways, make lamb curry and such dishes so they might [145] try to disguise the spoiled meat, but it was so bad that it was just the same. They sure got up a lot of dishes on that boat that I’d never heard of before any place, but come to it, it was just rotten meat they were trying to serve up.

(Testimony of Lawrence S. Kerr.)

Q. Now, so far as you were concerned, state whether or not the food supplied was sufficient in quantity for your requirements.

A. No, I used, when I wanted something to go out and buy something to eat.

Q. Who did you buy it from?

A. Well, I generally bought it off the night watchman.

Q. State whether or not it could be bought aboard the boat.      A. Yes.

Q. How much, if any, were you compelled to pay this way *pro* purchases aboard this boat to satisfy your needs in that regard?

A. Well, for all I bought, together with water, and everything, that way I guess it would be more than fifty dollars' worth.

Q. You did not have to pay for water, did you?

A. Oh, yes; we did.

Q. How much did you pay for water?

A. Paid a dollar a can.

Q. And who did you purchase water from?

A. Oh, I don't know—somebody down in the engine-room.

Q. State whether or not there was always fresh water from steam on the boat.

A. Well, there was a little in the tanks—the tanks were full at first, and then after awhile when we wanted to wash out clothes and towels and things like that, there was not enough. The water bottles were full of drinking water, I guess, such as it was.

Q. State whether or not it was the custom of that

(Testimony of Lawrence S. Kerr.)

voyage for each passenger to wash his own towels.

[146] A. If you got clean you did.

Mr. FULLER.—I object to this because it is not raised by the pleadings.

The COURT.—No; I don't think this is alleged in the libel; you do not claim any damages for this item, so no need to *need not* encumber the record.

Q. How much water did you purchase and how often?

A. Oh, I don't know how often. Of course, people didn't come supplied to stay all summer on the boat and we didn't bring a great many clean clothes. Our stateroom and our corridor in the ship looked like a Chinese laundry most of the time, because people were there doing *there* washing most of the time, every day.

Q. And this water that you purchased, was it for the purpose of washing your towels and your underclothes?

A. And our shirts and underclothing, and things like that.

Q. Do you know whether or not it was usual on this boat, while on board the boat for the officers to sell any of the provisions aboard the boat?

A. Yes, sir, it was.

Q. And to whom were they sold, that is, aside from the passengers on the vessel, whether they sold to other boats?

Mr. FULLER.—We object to that as not within the issues.



(Testimony of Lawrence S. Kerr.)

Mr. SCOFIELD.—The purpose is to show, as alleged in the libel, that at all times while the passengers were put upon short rations the officers of the vessel sold to other boats from the commissary of this boat.

The COURT.—Objection overruled. [147]

A. Yes, they did; they sold stuff off the ship— I know they took stuff and sold it to other boats—

Q. Who did they sell it to?

A. To the British tramp “Transit.”

Q. What was the general nature of the stuff sold to the “Transit”?

A. Well, I know they got meat— I know they came along with big dories like they have on those boats—I don’t know how many—I only personally saw two, but they were back and forth loaded with crates of eggs and meats and hams and bacon, and crates of canned goods—such stuff as that.

Q. State whether or not you had eggs for table food during the time that you were upon short rations, that week or thereabout.

A. I don’t remember as to that; I don’t think we did.

Q. What cargo did you have in the nature of fresh vegetables on board the vessel “Ohio” on this voyage?

A. Well, I think that *was* our principal cargo was made up of perishables—the greater portion of it, anyway.

Q. Do you know whose consignments these were?

(Testimony of Lawrence S. Kerr.)

A. Well, the largest part was Rooney's and M. E. Atkinson's & Co.

Q. What became of their consignments, if you know?

A. Why, they threw most of them overboard.

Q. Do you know how that occurred?

A. Well, they had been out such a long time that most of the perishable stuff that was down in the hold was spoiled. When they took up the hatch why it was all ruined, and so they threw the stuff overboard. The greater portion of the tonnage was cabbage and cauliflower, rutabages, cucumbers—that was all spoiled, and also a lot of other perishables, such as fruits—strawberries and lemons and oranges and bananas—and the stench was so bad from that [148] stuff that the men could only stand it for a short time, and then they'd have to lay off—they picked it over for a time trying to save it, but the stench was something awful.

Q. How long were they throwing that overboard, if you know?

A. They worked on the different hatches with it doing that work, and I remember there were three different *morning* in the different places; how much they threw overboard I do not know.

Q. Were you present on deck one morning, or did you observe at one time when a plate was stove in or was injured on that voyage?

A. Well, not at the time I was not, but I heard them talking about it—I was not on deck right at the time of the accident, though.

(Testimony of Lawrence S. Kerr.)

Q. You were not?      A. No.

Q. Do you know what caused it—or I will withdraw that question. What accident, if any, happened to the vessel on her voyage with reference to crushing in one of her plates?

Mr. FULLER.—That is objected to as irrelevant and immaterial. I don't think they can ask for damages for an accident to the vessel.

The COURT.—Objection overruled.

Q. Do you know of that accident?

A. Yes, I do.

Q. What was that accident?

A. Well, they were anchored one day and there was a piece of ice came along and punched in one of the plates.

Q. Where was it with reference to the water line of the vessel?

A. Well, I don't know only what it looked like—it looked to [149] me like it was right at the water line of the boat, because when the water would slosh up on the side of the boat whenever there was some motion, the water would come in—it would come in on the floor of the steerage.

Q. You say the ship was anchored at the time?

A. Yes.

Q. I will ask you if you examined this place where the plate was broken to see how big the break was?

A. Well, they didn't seem to mind it much.

Q. How big a hole was it, if you know?

A. Well, the plate was just like—well, just like you had hit it with something solid and then pushed



(Testimony of Lawrence S. Kerr.)

it in, you know. The plates were struck by the ice, you know—I guess just about like that (illustrating) and then it was bent over in some places like—oh, it was kind of ragged hole like—I don't know how big it was back into the water where you couldn't see it.

Q. What, if anything, did they do with reference to listing the vessel and battening it up?

A. Well, the only thing they done was shifting the cargo so that the ship set a little higher out of the water on that side, and then the engineer got plank and made his box and filled it inside with cement and patched it up all right.

Q. What was the condition of this plate at that point, if you know, with reference to being rusty and old and thin, if you made any examination of it after the accident and can testify with reference to the nature and size of the hole?

Mr. FULLER.—That is objected to unless the witness knows himself and shows himself qualified to testify to such matters. It is objected to as incompetent testimony.

The COURT.—He can testify to what he saw.

A. Well, of course I don't know anything about this iron or [150] steel that it was made of; I can't say that I know anything like that, but this place where the hole was looked just like an old rusty dishpan that was all rusted and dented up.

Q. What was the length of the hole, approximately?

A. Well, it was something like from six to nine

(Testimony of Lawrence S. Kerr.)

inches across, I guess; something like that.

Q. How wide was it? How big a piece was broken out?

A. Well, it was just a kind of a chunk, you know, running around in this direction (illustrating). The engineer took a plank and split it off and covered it over first until he had got this box of cement to repair it—anyway, it was more of a slit in the plate, where it looked like the iron had split off than it was a hole, kind of, you know.

Q. I will ask you if you know at what time it was that this ice cracked the plate while you were anchored—what the date was, if you recall.

A. Well, it was one Sunday afternoon—I don't know the date.

Q. I will ask you if you recall with reference to the fact whether it caused any particular shock or trembling to the ship when it came?

A. No, not much that I remember of.

Q. When did you first know that a cake of ice had struck the side of the vessel and punctured her, with reference to the time the accident occurred?

A. Well, I don't know whether I was down in the dining-room or up in my own room at the time. There was so much going on all the time that unless someone called special attention you would not pay any attention to it. The first thing I knew about it was the engineer came along.

Q. Did you have any conversation with him at the time about this accident?



(Testimony of Lawrence S. Kerr.)

A. Well, afterward, when he came along to my room. [151]

Q. Did you hear any conversation with regard to this injury to the vessel? A. Yes, sir.

Mr. FULLER.—We object to any testimony with reference to conversations, or as to what the conversation was, because it certainly is no part of the duty of any of the officers of the ship to hold conversations with the passengers, to bind the ship.

The COURT.—Objection overruled.

A. I had a conversation with the engineer about the injury to the vessel afterwards, after it was fixed up.

Q. What, if anything, did he say with regard to it?

A. He said that this hole—or he said that this split, if it had extended 20 feet further back, we would have gone down like rats; that if the water started to come in that she would open up and it would run through the ship and there was nothing could stop her, because she was all rusted through and her plates were so thin there was nothing to hold to even if they would repair her fast enough—I know it didn't look right to me.

Q. Did you ever have any conversation with Capt. Conradi on this voyage with reference to his failure to bring his ship in to Nome without coming in sight of the ice? A. No, I didn't personally; no.

Q. Did you after that ever hear any conversation with reference to any instructions he had from the owners of this vessel with reference to getting into the ice?



(Testimony of Lawrence S. Kerr.)

A. No, I didn't personally; just the general conversation aboard the ship that was going the rounds.

Q. What was your business in 1908, Lawrence?

A. Stenographer.

Q. I will ask you whether or not you had any permanent employment [152] upon your arrival in Nome that spring? A. Yes, sir.

Q. For what rate of wages, or contract?

Mr. FULLER.—That is objected to as irrelevant, and incompetent, because there are no special damages alleged with regard to wages, such as required for the production of this class of evidence.

The COURT.—Objection overruled.

A. Oh, at that time I used to make ten dollars a day, around about that, at that time.

Q. Did you speak any vessels at all from the "Ohio" while lying at anchor off St. Lawrence Island—any vessels pass that you spoke with?

A. Oh, yes, there were other boats right near that we spoke with—we used to have visiting parties back and forth about all day—the "Northwestern" and "Yucatan" especially.

Q. I will ask you if these same vessels, the "Northwestern" and "Yucatan" were also there in the ice when you were? A. Also the "Umatilla."

Q. State whether or not they left you at anchor off St. Lawrence Island and proceeded on their way to Nome?

A. Yes, sir; they were all in the same bunch.

Q. I will ask you where did you speak the "Umatilla."

(Testimony of Lawrence S. Kerr.)

A. I think that we spoke the “Umatilla” when we were near the Pass—I know it *as* before went back to St. Lawrence Island.

Q. Where did you speak the “Northwestern” first?

A. Well, we spoke the “Northwestern” as we were coming up from Seattle; we came up with her from Seattle, or she left about four days after we did, I think—I know she brought the papers to us four days after we left, so that would make it about the 12th of June, I think, that we spoke the “Northwestern.” [153]

Q. I will ask you if these are the same vessels set forth in Libellant’s Exhibit No. 1?

Mr. FULLER.—I object to the witness stating that they are the same vessels set forth there; he can’t speak from personal knowledge, because he was not in Nome at the time they arrived.

Q. Now, state whether or not you spoke any vessels while laying at anchor off St. Lawrence Island that were returning from Nome after having made the first voyage from the port of Seattle to Nome.

A. No.

Q. State whether or not the captain of the “Ohio” attempted to speak any of the return vessels.

A. Not to my knowledge.

Q. What, if anything, did he do in that regard when approaching signs of other vessels, should the smoke of other vessels appear on the horizon?

A. He would try to get away from them if he could.

Q. In what way?

(Testimony of Lawrence S. Kerr.)

A. Well, if he would see smoke coming in one direction, he would pull up anchor and go in some other direction.

Q. State whether or not the other passengers on the vessel, the other libelants in this case, were subjected to the same treatment that you were with reference to the food shortage and accorded the like conditions that you have testified to, in this case.

Mr. FULLER.—That is objected to as incompetent, irerelevant and immaterial testimony. I don't think this witness can testify with regard to the rest of the libelants, wholesale in this way.

The COURT.—He can testify as to whether he knows if [154] they were subjected to the same treatment.

Objection overruled.

A. Well, I presume we were all afforded the same treatment; yes, sir.

Q. Do you know from observation whether they were or not?      A. Yes, sir; they were.

Q. Sir?      A. They were.

Mr. FULLER.—I would like your Honor to strike out the answer of the witness as not responsive.

(Answer withdrawn.)

Q. Were they or were they not accorded the same treatment as you, from your observation, and did they receive like treatment, is the question.

A. Yes, sir.

Q. Now, state whether or not there was other and better food to be had aboard the vessel by purchasing it?



(Testimony of Lawrence S. Kerr.)

A. Oh, anytime I would go down and give the cook some money he would let me have a beefsteak or something that was fit to eat.

Q. What was the condition and character of the beefsteak you would purchase from the cook with reference to the kind and character of the meats that were served at table?

A. Well, the steak that you got from the cook was good; it was nice fresh steak, but you would have to buy a piece like that if you wanted it, and then, sometimes at night I would go down and buy pie, fresh pie, the baker was just baking, and things of that kind.

Q. State whether or not it *as* necessary for a person to secure the necessary food during the time you were put upon short rations to purchase food from the steward or other members of the crew of the vessel other than that served at table. [155]

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial, and calls for the conclusion of the witness as to what was necessary, and he can only testify so far as he himself is concerned.

The COURT.—The objection is overruled; he can testify as to what he saw.

Q. In other words, were you simply doing it because you wanted “extras,” or was it absolutely necessary for you to get a further supply?

A. Well, if a person wanted anything to eat we could buy it; we could not eat the stuff at table; I

(Testimony of Lawrence S. Kerr.)

know I couldn't, and so I had to buy food if I got anything to eat.

Q. Do you know whether or not the others did the same as you?

A. Yes, sir; I seen other people doing the same thing, anyway.

Mr. SCOTFIELD.—You may take the witness.

[156]

Cross-examined.

(By Mr. FULLER.)

Q. How much did you pay for the stuff you bought?

A. Well, I should say at least fifty dollars.

Q. Well, how much did you spend for food, if you know? A. Well, I could not say exactly.

Q. You don't know? A. No, sir.

Q. Might not have been more than twenty-five dollars?

A. Oh, yes; it was more than twenty-five dollars.

Q. Well, do you know that it was?

A. Yes, I do.

Q. How do you know it?

A. Well, I know how much money I had when I started, and how much I had when I came ashore; that is one way to figure it.

Q. What is the nearest you can get to the amount you spent? A. Well, I would say fifty dollars.

Q. That is just a guess, though, is it not?

A. Well, that is as near as I can figure it.

Q. You didn't keep any account of the amount?

A. Oh, no.

(Testimony of Lawrence S. Kerr.)

Q. And that is three years ago? A. Yes, sir.

Q. But you know that you did buy some stuff?

A. Oh, yes.

Q. And part of that fifty dollars was for water to wash your clothes with? A. Yes.

Q. You didn't expect the steamship company to do that, did you? That was no part of the agreement?

A. No, but they *they* kept us out there all summer; we would not have had to have the washing if they had come in to [157] Nome as they should—

Q. (Interrupting.) Answer the question. Laundry work is not included in their agreement of transportation, is it? A. No, sir, not generally.

Q. Well, part of this fifty dollars went to pay for water for your laundry work, did it not?

A. Yes, sir.

Q. You say you made ten dollars a day at that time in your work at Nome?

A. Yes, at least that much.

Q. What was your agreement with regard to work here in Nome?

A. Well, I didn't have any special agreement, but in those times I averaged at least three hundred dollars a month, and sometimes more.

Q. What do you mean by "those times"?

A. I mean at that time of the year, and also during two or three years ago, of course, things were much easier than they are now, and prices were better.

Q. You had no regular wages?

A. Well, of course, I was going to work for Mr.



(Testimony of Lawrence S. Kerr.)

Orton when I came in that spring, and while I had no regular agreement with him I presumed I was to have the same arrangement with him that I always had with Mr. Fink, and what we did afterwards have—

Q. Did you have any agreement with him at all before you came in?

A. I came in to work for him; that was understood.

Q. It just depended, then, on the amount of work he gave you what your wages amounted to?

A. No; the least he was to give me to work for him was a hundred and fifty dollars a month, and then I was to work for other people besides the amount of work that came into the office. [158]

Q. Well, it depended on the amount of work that came into *ot* the office—the custom that came into the office then aside from his work? That was the only salary arrangement you had?

A. Well, the hundred and fifty dollars, that was to be salary, I *w*uppose you would call it, and then what other work that I got from other people besides.

Q. Hundred and fifty dollars a month from Orton?

A. Yes, sir, a hundred and fifty dollars' worth of work; he guaranteed me that amount of work in the office, and the other work I got aside from that, besides, and that sometimes was more than all he paid me.

Q. He, however, paid you by the piece?

A. Sure.

(Testimony of Lawrence S. Kerr.)

Q. And if the amount that came in was less than that amount, he made it up?

A. It never was less, though, so we never had any arrangements about that.

Q. Did he pay you just the same before you came in?     A. No.

Q. When did your salary begin that summer?

A. Well, my salary didn't begin until I got here.

Q. You were doing some work, however, on the way up?     A. No.

Q. You spoke of doing some work at Dutch Harbor?

A. Oh, no, the only work was one day I did some letters for Mr. Gray and made out some accounts for the auditor of the company; of course, I didn't charge them anything for that, just did it as an accommodation. Billy Erskine was auditor, and he used to be up here, and I knew him so I just helped him out a little; that was all that amounted to.

Q. Now, all this food that you purchased you purchased in the night and from the night watch, you said? [159]

A. Well, it was at night, but sometimes it was for breakfast. Bought it at night but we eat it in the morning for breakfast.

Q. If you wanted something extra for lunches at night then you bought something extra; is that it?

A. Well, if we wanted something to eat why we went and bought it.

Q. Well, do you mean to say that you did not get enough to eat at the regular meals?

(Testimony of Lawrence S. Kerr.)

A. Yes, sir.

Q. Did you ever make any complaint to the purser about it, or the steward? A. Yes, sir.

Q. When?

A. Well, everybody kicked, most of the time, as I remember it.

Q. That was the general kick there always is aboard a steamship?

A. No, sir; this was a great deal harder kick than usual.

Q. Well, did you ever go to the purser or the steward or the captain and tell them that you were not getting enough to eat?

A. No, I don't know as I ever personally went to them about it, but I *gues* I talked it over with the *stewrd* and with Tracey, the purser, a good many times.

Q. Do you know whether you did or not?

A. Yes, I know that I did.

Q. Talked with whom?

A. With Mr. Tracy, the purser.

Q. When did you talk it over with him?

A. All during the trip, as far as that goes.

Q. Well, but at what time during the trip?

A. Well, I don't know as I can give you the dates, but a number of times.

Q. That is as near as you can get to it, during the trip? [160] A. Yes, sir.

Q. Don't remember one particular time?

A. Well, we always talked these things over with Tracy when he came into our room at night, because



(Testimony of Lawrence S. Kerr.)

he had come to me and persuaded me to come up with him, and when we had this rotten meat hanging right outside our window he would come in there, and of course we couldn't help talking it over with him—he had as much kick as anyone, but he couldn't do anything, he said. One day he was in our room making a call, and the odor was particularly bad that day, so he got up and left; he couldn't stand it, he said—

Mr. FULLER.—I move to strike out the answer of the witness because it is not responsive to the question.

(No ruling.)

Q. You don't remember ever making any definite complaint to any of the officers of the ship? if you do, state just what it was.

A. Well, I certainly made complaint enough; I don't know what you would call definite complaints; Mr. Tracy always used to come to our room and talk things over by the hour and about the food and the way the old captain was acting, but he couldn't do anything for us—

Q. Who do you say he was?

A. Mr. Tracy, the chief purser, and also the chief engineer; he used to come to our room a good deal, too.

Q. You never went to the purser or the steward or the captain and made complaint, did you?

A. Well, they came into our room and we talked things over in there a good many times; I talked with the steward a good many times, too, whether

(Testimony of Lawrence S. Kerr.)

he came in our room or I went to him, I don't remember that part now. Of course, the captain kept to himself on the deck— [161]

Q. Did you ever talk with the steward himself?

A. I don't remember whether I did or not—

Q. I mean the chief steward—not your room steward or table steward, but did you ever complain to the chief steward himself that you were not getting enough to eat?

A. Oh, the chief—the man that we were talking to was the second steward; he was the man in charge of the dining-room generally.

Q. You never went to the chief steward?

A. No; I don't think I ever did.

Q. And you never made any definite complaint to the purser, did you?      A. Oh, yes.

Q. Well, what did you say to him?

A. Well, I used to borrow money from him to pay for the grub, and he knew what I wanted it for.

Q. Well, that don't follow—did you tell him what you wanted it for?

A. Why, yes, of course, I did.

Q. Did you tell him that you were not getting enough to eat at the table?

A. Well, he was right there at the same table with us—

Q. Did you tell him?

A. Well, I don't suppose I told him in that many words; he simply knew what was going on the same as the rest of us did.

Q. You never suffered any bad effects from that

(Testimony of Lawrence S. Kerr.)

trip, did you, afterwards?

A. Well, I don't know what you call it; I was sick for quite awhile after I got off the boat, I know.

Q. Were you ever made sick personally from what you ate at the table? [162]

A. Yes, sir; I threw all my meals overboard more days than once—

Q. You knew what caused that, do you?

A. This bad meat, I presume, or some of those same things that was so rotten.

Q. Did you consult a physician aboard?

A. Yes, sir, I did.

Q. He was the ship's physician?

A. I don't know what he was; he was some man from Seattle.

Q. You don't know his name?

A. No, I don't know his name.

Q. But you consulted him, did you?

A. I did; yes, sir. I was not positive about the rest of them, whether they were sick from the same cause or not, but there was a good many others—a whole bunch of the passengers that were sick one day,—sick at the same time—Col. Weatherly and a lot of them, and I went to this doctor to get some medicine for them, too, or tried to, but I never got anything for any of us—he let them just lay there—that was the best we got—

Q. Well, that was just the ordinary seasickness, was it not?

A. Well, we were anchored out there at the time—so I don't think so.



(Testimony of Lawrence S. Kerr.)

Q. How long did you say you were near St. Lawrence Island?

A. Well, between two and three weeks.

Q. You don't remember which it was, though?

A. It was nearer three weeks than two.

Q. As I understand you, there was no ice in sight any of that time?      A. No, sir.

Q. What were these other boats doing there then?

A. These other boats were all gone on by that time.

Q. You said there were visiting parties—that was what you testified, was it not, that there were visiting parties [163] around to the different boats there at St. Lawrence Island while you were anchored there?

A. Oh, no; there was not after they left us off Cape Romansoff—that was when they were laying off the cape there in the ice—

Q. You said there were visiting parties while you were anchored off St. Lawrence Island?

A. No, I said we spoke them about the 12th or 15th *or 15th* of June, if I remember right, when we were all near the cape—I should think that was about the 12th of June. I know the Northwestern brought us the Seattle papers of the 4th of June—she left the 4th of June, four days after we did, and she caught up with us I think it was the 12th of June.

Q. After you got over around St. Lawrence Island you didn't see any vessels then?

A. Well, I can't say that; I think that we did,

(Testimony of Lawrence S. Kerr.)

but of course, you know, they were all on their regular run and of course up to this time we were off our regular run, over in the lee of the Island, and up until the people here at Nome were sending out for us, these other boats didn't come close enough for us to speak to them, until the revenue cutters and perhaps the "Corwin," came within sight. I don't know if it was the "Corwin," only some said it was.

Q. Your opinion is that there was no reason why you could not come in to Nome at any time?

A. I don't see any reason why we couldn't.

Q. You don't know anything about the ice conditions? A. Yes, I know them as I saw them—

Q. You could not see them from where you were, I mean ahead of you, towards Bering Sea and Nome?

A. No, and he couldn't see, either; he knew just as much about them as I did; he could have brought us to Nome right after we were here at Sledge Island if he had wanted to, [164] because all the other ships went right in, and there was an open channel right up from there, to Nome.

Q. Are you sure of that?

A. I am sure that I could see Nome with the glasses from the upper deck, and people were all packing up ready to go ashore, and first thing we knew Conradi was steaming south again—

Q. Are you willing to testify that you could see Nome at the time you were off Sledge Island?

A. Yes, sir, I know I could see Nome—the capes all along the coast stood out plain, and we could see



(Testimony of Lawrence S. Kerr.)

the smoke hanging over Nome, very plain.

Q. And there was no ice in between you and Nome at the time?

A. We were in open water all on this side.

Q. And you say there was no ice between you and Nome to interfere with your coming right to Nome?

A. You could see the same channel that the other boats had travelled—you could see over to the shore. Of course there may have been back of Sledge Island, but there was open water this side of the Island.

Q. You wish to be understood as saying that the libelants were brought within sight of Nome and that the captain turned back from there and went, south again?

A. Yes, sir; because all the time he was saying the reason that he didn't bring us in to Nome that there had been an earthquake, and he was afraid to bring his ship in because the water was boiling—

Q. (Interrupting.) That was the reason he gave for not coming in to Nome while you were off Sledge Island?

A. Yes, sir, and among other things he said that the ice was piled up on the beach and that he wanted to go back to Dutch Harbor; and then when we got back he couldn't find [165] Dutch Harbor—said the shore line was all changed—

Q. Never mind; answer my question—just leave Dutch Harbor out of it for the time. You are positive that there was no ice at the time you were off Sledge Island between you and Nome?



(Testimony of Lawrence S. Kerr.)

A. Yes, sir; I am positive.

Q. That was what time?

A. That was the 17th of June if I remember right.

AT THIS TIME further proceedings were adjourned until 2 P. M., same day:

AND THEREAFTER, and at the hour of two P. M., on Friday, August 4th, 1911, the further proceedings were resumed, as follows:

Q. Where did you say you encountered the ice?

A. Off Nunivak Island.

Q. What date was that?

A. Well, I presume that was about the 8th of June.

Q. What kind of ice was it?

A. Well, it was just this shale ice; didn't amount to much; the "Hyades" came right on through; she was just ahead of us.

Q. She came right on through the ice, you say?

A. Yes, sir.

Q. Came on through, right on to Nome?

A. Yes, sir.

Q. How do you know she came straight to Nome?

A. Well, I know that she came on in here to Nome and was in here two or three weeks before we got in—

Q. The "Hyades"?

A. I don't mean the "Hyades"—I meant the "Yucatan"—and if we had followed her in we could have come in the same as she did.

Q. How long were you in the ice at that time?

A. Well, we was in the ice, off and on, from about

(Testimony of Lawrence S. Kerr.)

the 7th or [166] 8th of June up to the 17th of June. I don't mean that we were in the ice all the time, of course,—but we were sailing along the edge of the ice, looking for some place to get through, we supposed, with the other boats; we skirted around the ice off Nunivak Island for a week or so, and off Romansoff, prior to the time we got into this lead and came on to Sledge Island. The “Hyades” came along with us—

Q. You were with the “Hyades” at this time?

A. Yes, sir, the “Hyades” came right alongside and we spoke to her—we spoke to her half a dozen times, I guess, one evening.

Q. How long was the “Hyades” in sight?

A. Well, she was in sight, I guess, as near as I remember, all one afternoon and evening—she came on up to St. Michaels—and she passed us close enough so we could talk back and forth between the boats.

Q. How long was she in sight at that time?

A. Well, she was in sight all afternoon, but the next morning she was not in sight; the next morning she was gone.

Q. You didn't see anything more of her after that?

A. No; the only thing we could see was these leads where she had passed us by, the next morning—she left us in the night some time.

Q. When was it this cake of ice hit the “Ohio”?

A. What time was it, you mean?

Q. Yes, when was it she was injured?

A. I don't know the date; the only thing I know

(Testimony of Lawrence S. Kerr.)

it was on Sunday afternoon—I know that, and it was along towards the last of June or the first of July—about that time, sometime.

Q. That was while you were laying over at Dutch Harbor?

A. No, not there—while we were lying out here off—it was previous to our going back to Dutch Harbor, if I [167] recollect right—it was just previous to our going back to Dutch Harbor.

Q. Did you examine the boat at the time you were hit? A. I went down and looked at it; yes.

Q. How could you see it?

A. Well, it was above the water-line and on the floor of the steerage.

Q. Did you examine it outside or inside?

A. Inside—I went down to the steerage where the hole was in the floor of the steerage, and after they had the boat lifted up on one side, you could see the hole very easy.

Q. You didn't see it from the inside—you don't mean you could see where you were hit, from the inside? A. Yes—

Q. You didn't see it from the outside at all?

A. No, sir, I didn't see it from the outside—the only way you could have seen it from the outside was to have taken a rowboat.

Q. It looked to you about as thick as a dishpan, I believe you said—that was what you said—

A. No, I said—Mr. Scofield asked me to describe the plates; I said it looked like an old dishpan—I don't think he asked me how thick it was; I said it



(Testimony of Lawrence S. Kerr.)

looked like an old rusty dishpan—you couldn't see how thick it was, you know—it ran back into the water—on the water side, and the floor of the steerage, of course, covered it on the inside—

Q. You didn't mean to imply that the plates of the ship were no thicker than a dishpan? .

A. Oh, no; I don't know how thick it was.

Q. You didn't notice its thickness? A. No, sir.

Q. You didn't notice anything more than that the side was caved in—knocked in? [168]

A. No, I saw that it was rusty and old—you could see that from the side—

Q. How close to it were you?

A. How close to the place where the hole was?

Q. Yes.

A. Oh, as close as maybe to the railing there—(indicating).

Q. How big a hole was it?

A. Well, it was kind of jagged, you know, like it had been hit and splintered off, you know—

Q. How thick was the plate where it was broken?

A. I couldn't tell you how thick—not very thick, though—just the ordinary plate, I should say.

Q. Where did you first encounter any ice coming back to Dutch Harbor?

A. Why, we bucked the ice in coming back into Dutch Harbor.

Q. In going towards Dutch Harbor, you mean?

A. Yes; we went through ice going back to Dutch Harbor again.

Q. In coming this way, you mean?

(Testimony of Lawrence S. Kerr.)

A. No; we never did encounter any ice coming this way, until right here when they met us and made us come in.

Q. How far was that from Nome?

A. Well, I don't know just how far it was from Nome, because we were away off our course. All I know about how far it was, we were anchored a hundred and eighty-six miles from Nome when the revenue cutters got to us and brought us in.

Q. Which revenue cutter did you see first, at that time?

A. Which time—at the time they caught us with us and brought us in to Nome?

Q. Yes, say the last time prior to July 10th—you came in to Nome on the morning of July 10th—now, which of the revenue cutters did you see first at that time?

A. The 11th, we got in—well, it was the “Thetis” staid with us before we went back to Dutch Harbor—  
[169]

Q. I mean at the time you say the revenue cutters caught up with you and brought you into Nome?

A. The “McCullouch”—they were there practically at the same time—because at the time the fog lifted they were both there—when the fog lifted, you know, so I don't know which one of them reached there first—we could hear their fog signals—

Q. (Interrupting.) Where was Capt. Conradi—

A. Oh, he was up in his room or up on the bridge—I don't know which; he was up there some place.

Q. The captain of the “Thetis” came up and

(Testimony of Lawrence S. Kerr.)

talked with him?      A. Yes.

Q. That is the conversation you spoke about, at that time—      A. I didn't understand, Judge—

Q. That is the conversation you detailed to Mr. Schofield with the captain of the "Thetis" and Capt. Conradi at that time?

A. Yes, sir, the captain of the "Thetis" came aboard the "Ohio."

Q. Conradi was aboard the "Ohio" and met him at that time?

A. Yes, sir—at that time, when they had the first conversation, really, I don't know whether it was the captain of the "Thetis" or the captain of the "McCulloch"—the two *captain* were both together when they were talking with Conradi on the "Ohio," when they came on after the fog lifted in the morning and we were so close together.

Q. They both came on board the "Ohio" and talked to Conradi, did they?

A. No, not on board the "Ohio"—but they ordered Conradi to come aboard the "Thetis."

Q. They orderd Conradi to go aboard the "Thetis"?      A. Yes, sir.

Q. You heard them?      A. Yes, sir, I did.

Q. You didn't go over with the captain of the "Thetis" and [170] "McCulloch," of course, when you heard these remarks you told about, when they asked Conradi where he had been so long?

A. I didn't have to go over—they were alongside—it—

Q. (Interrupting.) Just answer the question—



(Testimony of Lawrence S. Kerr.)

A. I didn't go over on the "Thetis," if that is your question—

Q. Well, that is all—you have answered the question—

A. No, but the captain of the "Thetis" came up alongside—

Q. (Interrupting.) Never mind—there is no question—

A. —and I heard the remarks between the captains of the "Thetis" and "McCulloch" and Conradi from our deck—when they made those certain remarks—

Mr. FULLER.—I'd like the Court to instruct the witness not to answer when there's no question—this is cross-examination and I've a right to have my questions answered without any speeches—

The COURT.—Yes—

Q. Well, Conradi went over to the "McColluch," did he?     A. To the "Thetis."

Q. He didn't go over to the "McCulloch" at all, then?     A. Not that I know of.

Q. Well, do you know whether he did not?

A. No, I don't know that he did.

Q. You were watching him all the time, were you not?

A. Sure; I wanted to know what was going on.

Q. And your recollection is that he didn't go on to the "McCulloch"?     A. Yes, sir.

Q. But he did go to the "Thetis"?     A. Yes, sir.

Q. Your recollection on that point is as clear as the rest of your testimony, is it?     A. Yes, sir.

(Testimony of Lawrence S. Kerr.)

Q. And you are positive of it? [171]

A. Yes, sir.

Q. It had been foggy at that time? A. Yes, sir.

Q. How long did the fog last?

A. I guess the boat had been there for about two days—perhaps longer—two and a half or three days.

Q. You heard the “Thetis” and “McCulloch” near you at this time off in the fog?

A. Yes, sir—well, no, not during all of the time—we didn’t hear them so much until the last night and the last day.

Q. That was on the morning of the 10th when this conversation occurred between the captains?

A. Yes, sir.

Q. And you had heard these boats for two or three days prior to that time?

A. No, about *q* day and a half or two days; about two days before that we had heard them.

Q. And they were right close up to you all this time?

A. Yes—sometimes would be closer and then sometimes they wouldn’t be so close—you could hear them farther away, it would seem like—might not have been any farther, but the way it sounded it seemed they were farther off.

Q. How did you know what vessels they were?

A. How did we know—

Q. How did you know what vessels they were before you could see them—

A. We knew one of them was the “Thetis”—

Q. How did you know it was the “Thetis”—

(Testimony of Lawrence S. Kerr.)

A. Because we knew the whistle of the “Thetis”—

Q. Did you know the whistle of the “McCulloch” also?

A. Well, I didn’t know her—I didn’t know her whistle myself, but I knew the whistle of the “Thetis” well, and we knew there were two boats, because there were two different whistles— [172] two of them were sounding their signals all the time.

Q. How long prior to that had you heard the whistle of the “Thetis”—

A. Well, I knew her whistle before—

Q. You had heard it before that, had you?

A. Well, I remember very distinctly that night right before dinner I heard her first at that time, and I heard her all night from that on.

Q. I thought you heard them for two or three days?

A. No, not those two boats, at that particular time—there were boats that we heard their whistles in the distance, but we were off our course—and we heard them for two or three days on and off, but not those two.

Q. It was really, then, only one night that you heard the “Thetis”?

A. Yes, at that particular time—that was the second time she had been up with us, though.

Q. Well, I mean when you were going back to Dutch Harbor, about that time? A. Yes, sir.

Q. Right at that time— A. Yes.

Q. At that time you were anchored in a heavy fog?

A. Yes—oh, no—not all the time we were an-



(Testimony of Lawrence S. Kerr.)

chored—we came up there in clear weather; we anchored first, before the fog settled down over us—

Q. But you came within sight of the ice?

A. No, there was no ice at all hardly—

Q. Were you out on deck to see whether there was ice in sight or not?

A. Yes, I went up on the top deck.

Q. Do you mean on the bridge deck?

A. No, on the main after-deck, upstairs. [173]

Q. You mean up the bridge deck, do you?

A. No—

Q. Not on the bridge?

A. Well, of course, there is a walk up there across—that is the promenade deck, you know, and right on the end there is the bridge—then there is the upper deck, on top, where my room was, and there was another promenade up there—there was no house on the top deck—it led away to the stairs—

Q. Yes, and the bridge was above there?

A. Yes, sir.

Q. Then you were on the bridge? A. No.

Q. You were not on the bridge? Was there a crow's-nest on the bridge? A. No—

Q. Not in the crows'-nest at all? A. No.

Q. And you made careful observations to see that there was no ice at the time you were anchored?

A. Well, I looked around and didn't see any—

Q. And you didn't know why you were anchored?

A. No, sir.

Q. There was no reason for it that you could see?

A. Not that I could see, no.

(Testimony of Lawrence S. Kerr.)

Q. And your boat didn't sound any signals during the night in the fog? A. Not any that I heard.

Q. Were you listening?

A. Yes, sir, I was, and I was not the only one that was listening—there were a good many that *staid* up all night, too.

Q. You thought she was required to whistle during the time she was at anchor? [174]

A. Well, almost everybody else thought so, too—

Q. Just answer my question. A. Yes, sir.

Q. Then the ground of your complaint is that she didn't sound her whistle while at anchor in the fog?

A. Yes, sir.

Mr. FULLER.—That is all. [175]

### Redirect Examination.

Q. Mr. Kerr, counsel for claimant cut you off when you were explaining that Capt. Conradi could not find Dutch Harbor on his way back—what did you mean by that?

Mr. FULLER.—That is objected to as irrelevant and immaterial; they are not claiming any damages on account of anything of that kind.

Q. What conversation did you have with Capt. Conradi or did he have with any other persons in your presence at the time you refer to, about Dutch Harbor and making that port?

Mr. FULLER.—That is objected to on the same grounds.

The COURT.—Objection overruled.

Q. Well, about five o'clock in the morning he came downstairs and was out on deck. We were anchored

(Testimony of Lawrence S. Kerr.)

at the time—we just anchored—he didn't say much then, but after while when everybody got up and was out to know what was going on, he came up to the steward's room, where I was, and there were a good many on deck, and so then he started in again with this earthquake talk—said there had been an earthquake at Dutch Harbor—that there was either an earthquake or a fire at Dutch Harbor because the buildings were all gone. He asked if anyone there ever had been at Dutch Harbor, and three or four of us said we had been there before, and then we commenced to look around, and we said that was not Dutch Harbor—well, he called on somebody and finally decided that that was not Dutch Harbor, and after that we were five hours going into Dutch Harbor, from that time, *wher* he had anchored.

Q. Do you know where you were at that time, at this place where he supposed he was at Dutch Harbor?

A. It is a place called False Harbor, or Captain's Harbor or Captain's Pass, I don't know which.  
[176]

Q. And which way is it from Dutch Harbor?

A. It is further down the peninsula.

Q. Now, counsel asked you with reference to whether or not you made any protests to the captain or purser or steward with reference to the character of the food and the way it was served. I will ask you to state whether to your knowledge other persons made protests?      A. Yes, sir.

Q. How was that done—in what form was it



(Testimony of Lawrence S. Kerr.)

made?     A. We all signed a petition one day.

Mr. FULLER.—We object to any testimony with reference to a petition; it seems it was in writing, and if in writing the writing itself is the best evidence.

Q. Have you that petition?     A. No, sir.

Q. What became of it?

A. The captain tore it up.

Q. Proceed, now, and state the nature of that petition.

A. It was in the dining-room, at dinner-time; Mr. Lamb went around with a petition about the grub, and several other things, and was giving it to the captain when he came down into the dining-room, right on the first landing—that would be about two or three steps down from the social hall. He handed it to the captain and he looked at it and tore it up and threw it on the floor. Somebody took it and pasted it up on the blackboard, right on the wall close to where the captain used to pass, and where they always pasted the reckoning of the ship, and so forth, you know.

Q. What was that petition—the nature and general character of it?

A. Well, it complained about the character of the grub and complained about his not taking us to Nome, and also charging him with not carrying out his duty, and his threatening to [177] take us back to Seattle.

Q. What threat, if any, did he make about going back to Seattle?

(Testimony of Lawrence S. Kerr.)

A. Well, one day he was trying to take soundings, when we were coming back to Dutch Harbor, and he couldn't find out where we were going, and he said that he was not going to wreck the boat, and that if he didn't make Dutch Harbor he would take the boat back to Seattle.

Q. Do you know whether or not there had been any efforts made to start—or preparation made for taking the boat back to Seattle.      A. Yes, sir.

Q. When was that, if you know?

A. The day before the revenue cutter caught us. He had been warned so much about his duty in not trying to reach Nome, and letting the other boats all go ahead of us, and not bringing us into port, so he said that if conditions didn't change in the morning he intended to start to Seattle.

Q. You heard him say that, did you?

A. Yes, sir.

Q. How long was that prior to the time that the revenue cutter found you?

A. He was going to start the same day the revenue cutter found us.

Q. What conditions did he have reference to "that conditions must change"?

Mr. FULLER.—That is objected to unless he heard the captain say what conditions he alluded to.

A. He didn't say before me; I don't know what the conditions were that he wanted changed—

Q. State whether or not you were in sight of ice any way.

Mr. FULLER.—That is objected to as not proper

(Testimony of Lawrence S. Kerr.)

redirect examination, and as having been gone over before.

The COURT.—Objection overruled. [178]

A. I don't remember as to what now.

Q. I mean at that particular time when you were about to turn back?

Mr. FULLER.—I make the same objection that this is not proper redirect.

The COURT.—Objection sustained; I think you have covered all that *gound* before.

Mr. SCHOFIELD.—You may cross-examine. [179]

#### Cross-redirect Examination.

(By Mr. FULLER.)

Q. Just state in full the contents of that petition you signed. A. The one the captain tore up?

Q. The one that you have mentioned that you signed.

A. Well, it was a general petition against the grub.

Q. What did it say about the grub?

A. Asking for more grub and for better grub; I think also it said something about having the linen changed—cleaned up or something like that; it was quite a lengthy affair.

Q. How long was it?

A. It was a whole sheet of letter-sized paper, and I remember it was pretty nearly fully covered up with handwriting.

Q. Did you read it all through?

A. Oh, yes; I read it through; I wanted to see what it was.



(Testimony of Lawrence S. Kerr.)

Q. You signed it yourself, did you?      A. I did.

Q. When was it that you signed it?

A. This petition was signed sometime after we left Dutch Harbor—in fact, there was another petition while we were at St. Lawrence Island—and then this other one.

Q. This petition was presented, was it?

A. Yes, this particular one was. But there were other *petition* before that; I don't know whether they were presented or not; I didn't see them presented; I don't know what became of them, but this one, this particular one, is the one I know of that the captain tore up and threw on the floor.

Q. Had you had foggy weather before you got to Dutch Harbor?

A. No, sir, not at all; it was clear up to that time—of course, there would be little fogs come up like there always are at sea, but nothing more than just little clouds. The weather was pretty warm—fine warm weather up to that time— [180]

Q. I know it was warm at that time of year, but was it clear?      A. Oh, yes.

Q. And you hadn't had any fog any of the way down?      A. You mean down to Dutch Harbor?

Q. Any of the time after you left St. Lawrence Island until you got to Dutch Harbor?

A. I don't remember of having any—I don't remember.

Q. You don't know whether there was or was not?

A. I don't remember. No.

Mr. FULLER.—That is all.

(Testimony of R. W. J. Reed.)

Mr. SCHOFIELD.—That is all.

(Witness excused.) [181]

[Testimony of R. W. J. Reed, for Claimant.]

R. W. J. REED, recalled for cross-examination by claimant, testified as follows:

(By Mr. FULLER.)

Q. Mr. Reed, you have those protests I asked you for this morning, have you?

A. Yes; these are the protests that were filed for the year 1908.

Mr. FULLER.—I wish to offer in evidence these different protests that were filed by the different vessels on the first trip to Nome in June, 1908.

The COURT.—They may be received in evidence.

IT IS STIPULATED between proctors for the respective parties that the original documents may be substituted by copies, and the originals withdrawn.

(By Mr. SOCIELF.)

Q. During the time that the “Ohio” was on her first voyage from the port of Seattle to the port of Nome in June, 1908, I will ask you to state whether or not there were any arrangements made through your office with reference to the issuance of a permit or instructions for having the revenue cutter take off the passengers and mail from the “Ohio” and put aboard the revenue cutter, from the port of Seattle to the port of Nome?

Mr. FULLER.—That is objected to as irrelevant and immaterial.

The COURT.—I think you had better first show who made these arrangements.

(Testimony of R. W. J. Reed.)

Q. State whether or not there were any departmental orders from the Government given to that effect, or instructions came to your office in that regard?

Mr. FULLER.—I make the same objections that it is incompetent, irrelevant and immaterial testimony.

The COURT.—Objection overruled. [182]

A. I don't recollect the date the "Thetis" came into port—

Mr. FULLER.—I desire to say further that the records are the best evidence themselves, and to object to this testimony on that ground, also.

The COURT.—Same ruling.

A. Well, providing the "Thetis" came in—of course, they would be to the cutters, and I could not give dates.

Q. You don't enter Government vessels?

A. Yes, sir.

Q. Well, was there any record of any authority or orders to the revenue cutters?

A. Well, not that I know of. I know she came in, and, of course, I inquired with regard to the "Ohio"; the captain said she was out there; said she was perfectly safe; Mr. MacManus, as I recollect, sent a wire to his department asking permission to take the mail off, so he got permission for the Government revenue cutter "Thetis" to go out and get the mail. We had no instructions from the department in regard to taking off the passengers, but he said they would take the passengers off. Of course, we asked him to do that through the office.



(Testimony of R. W. J. Reed.)

Mr. FULLER.—I move to strike out the answer of the witness because it is not responsive. I didn't make an objection before, because I didn't know what he was going to answer—and I desire to have it stricken out so that I *make* make my objection on the same grounds that it is incompetent, irrelevant and immaterial testimony.

The COURT.—Objection overruled; motion denied.

Q. Your wife was aboard the "Ohio" that year, was she not?     A. Yes, sir. [183]

Q. Do you know whether or not any permissions were given or issued through your office for taking off the passengers onto the Government vessel?

A. I don't think so. As I recollect it, Mr. Garfield at that time was in charge and he of course talked with Captain Henderson and asked Capt. Henderson to take them off, but he didn't wire the department in regard to it. Mr. McManus did get his instruction and permission was given him to take off the mail, but he was not to take the passengers off.

Q. Do you know whether or not he did get permissions to take the mail off?

A. Yes, sir; I think he did all right; I think that Mr. McManus has a record of it.

Mr. SCHOFIELD.—That is all.

(By Mr. FULLER.)

Q. He had that permission before he started out with the "Thetis," did he not?

A. I don't know whether he had permission before he started or not, but as I recollect permission came

(Testimony of R. W. J. Reed.)

to take the mail off, and I know McManus would have it of record.

Q. That didn't come through you?

A. No, not that I know of.

Q. You don't know anything about it except what McManus said?

A. That is all I know about it, yes.

Q. When did you say Capt. Henderson started out with the "Thetis"?

A. Well, I am not positive of the date; it seems to me it must have been about the 9th or 10th.

Q. Soon as he got in here?

A. No, he laid here—I think he was here a day.

Q. He said the "Ohio" was out there all right?

A. He said everybody was all right aboard of her all right; he said he had been trying to get the old man to come in, but he wouldn't do it. [184]

Q. How long did he say he had left her before he came in?

A. Well, I could not recollect; he came directly in from where he had been along with her, he said.

Q. Mrs. Reed never presented any claim against the company, or never filed any suit?

A. No, but that would be no reason why others should not.

Q. I didn't ask you that—you needn't argue the case for the libelants, I don't think. She never filed any suit?

A. No, and the boy also was aboard, and he didn't.

Mr. FULLER.—That is all.

Mr. SCHOFIELD.—That is all.

(Witness excused.) [185]

**Claimant's Exhibit "A."**

(COPY)

F—44:3. 26:1907. 2000

INSTRUCTIONS:—Whenever a Commander has cause to believe that by reason of heavy weather or other casualty, his ship or the cargo on board of his ship is damaged, or in case of collision with other vessel or vessels, he must within 24 hours after *after* arrival at first port NOTE PROTEST before a Notary Public, said Protest, or in case of retention of said protest by the Notary, a copy of same must be attached to the Commander's Report; a full report must be inserted on same, and turned into the Superintendent's Office. Give the exact hour and date of accident. This must not be neglected.

Pacific Coast

Steamship Co.

**PACIFIC COAST STEAMSHIP CO.**

Form for Noting Protest.

City of Nome, Dist. of Alaska. U. S. A.

On this 22 day of June, 1908, before me, A. J. Beecher, a Notary Public duly commissioned and sworn, personally came C. J. Hannah, Master of the Steamship "Umatilla" of the burthen of 3069 tons or thereabouts, laden with general cargo, and saith that he sailed from Seattle, Wash., on the 4 day of June, 1908, bound to Nome, Alaska, and on the 11th day of June, 1908, at about 6 P. M. encountered Heavy Ice in Bering Sea and continued in same until about 5:45 P. M. June 21st. During above period vessel struck wheel against the ice several times. Also, the vessel



hull came more or less in contact with heavy ice, and arrived at this Port of Nome the 21 day of June, 1908, but fearing damage, enters his protest in due form of law.

(Signed) C. H. HANNAH,  
Master.

Before me

[Seal]

A. J. BEECHER,  
Notary Public.

[Endorsed]: Filed for Record June 22, 1908. A. J. Beecher, Notary Public for Dist. of Alaska. St. "Umatilla." Filed June 22, 1908. C. D. Garfield, Deputy Customs.

Filed in Open Court, Aug. 4, 1911. Claimant's Ex. "A." Cause No. 110 and 112-Ad. Aug. 4, 1911. John Sunback, Clerk. [186]

### **Claimant's Exhibit "B."**

(COPY)

F—44—3: 9.26.1907.—2000.

INSTRUCTIONS:—Whenever a commander has cause to believe that by reason of heavy wether or other casualty, his ship or the cargo on board of his ship is damaged, or in case of colision with other vessel or vessels, he must within 24 hours after arrival at first port NOTE PROTEST before a Notary Public, said protest, or in case of retention of said protest by the Notary, a copy of the same must be attached to the Commander's Report, a full report must be inserted on same and turned into Superintendent's Office? Give the exact hour and date of accident. This must not be neglected.

Pacific Coast  
Steamship Co.

PACIFIC COAST STEAMSHIP CO.

Form for Noting Protest.

City of Nome, Dist. of Alaska,  
United States of America,  
District of Alaska,—ss.

On this 16th day of June, 1908, before me A. J. Beecher, a Notary Public duly commissioned and sworn, personally came Thomas Reilly, Master of the Steamship "Senator" of New York, of the burthen of 1825 tons or thereabouts, laden with general cargo, and saith that he sailed from Seattle, Wash., on the 1st day of June, 1908, bound to Nome, Alaska, and on the 15th day of June at 5:30 A. M., while running through heavy ice the rudder became "jammed" and connection on Rudder Post was broken. Also on the same day and date broke some part of Propeller Blade, also damaged Stem. Ship passed over sunken ice, possibly denting Bottom, and arrived at this port of Nome on the 16th day of June, 1908, but fearing damage, enters his protest in due form of law.

(Signed) THOS. REILLY,  
Master.

Before me

[Seal]

A. J. BEECHER,  
Notary Public for District of Alaska.

[Endorsed]: Filed in Open Court Aug. 4, 1911.  
Case No. 110 and 112. Claimant's Ex. "B." John  
Sunback, Clerk. T. M. Reed, Deputy.

Filed for Record June 16, 1908. A. J. Beecher,  
Notary Public for Dist. of Alaska. Note of Protest

in re SrS. "Senator." Filed June 17, 1908. C. D. Garfield, Deputy Collector. [187]

**Claimant's Exhibit "C."**

(COPY)

Filed in Open Court, Aug. 4, 1911. Cases Nos. 110 and 112. Adm. Claimant's Exhibit "A." John Sunback, Clerk. T. M. Reed, Deputy.

**NOTE OF PROTEST.**

United States of America,  
District of Alaska,  
Subport of Nome,—ss.

On this 5th day of July, A. D. 1908, before me, Inez Huntoon, Notary Public in and for the District of Alaska, residing at Nome, in ssaid District, duly commissioned and sworn, personally came T. Williams, Master of the British St. S. "Beechley," of Belfast, of the burthen of 2466 net tons or thereabouts, laden with coal and lumber and saith that he sailed from the port of Nanaimo, B. C., upon June 12, A. D. 1908, bound for the port of Nome, Alaska, and that upon or about the 25th of June, 1908, I encountered the heavy ice in Bering Sea, about 125 miles north of Nunivak Id., and steamed slowly northward through open leads and open water to a position 50 miles west of Nome, encountering in the meantime heavy fogs; on or about the 28th of June, A. D. 1908, being unable to reach Nome I steamed south towards St. Lawrence, Id., thence I set a course to reach a position 8 miles east of Sledge Id., but after running out of the course found that I was 10 miles west of said island on July 1st in a very heavy fog and at 3:30 P. M. of the 1st of



July I grounded in 22 feet of water at a point where the chart showed 7 fathoms, causing much damage to the vessel and cargo, wherefore the said master enters his protest in due form of law, with the privilege of extending the same.

(Signed) T. WILLIAMS,

Master of the British St. S. "Beechley."

Entered before me

INEZ HUNTOON,

Notary Public in and for the District of Alaska, Residing at Nome.

[Endorsed]: Note of Protest in re British Str. "Beechley." Filed July 5th, 1908. C. D. Garfield, Deputy Collector. [188]

**Claimant's Exhibit "D."**

(COPY)

United States of America,  
District of Alaska,  
Nome Precinct,—ss.

On this 19th day of June, 1908, before me A. J. Beecher, a Notary Public, duly commissioned and sworn, personally came John Truebridge, Master of the Steamship "Northwestern," of Port Townsend, Wash., of the burthen of 3496 tons or thereabouts, laden with General Cargo, and saith that he sailed from Seattle, Washington, on the 4th day of June, 1908, at 2:27 o'clock P. M. bound to Nome, Alaska.

That on the 11th day of June, 1908, about 22 miles west of Nunivak Island, latitude 60 deg. 5 M.M. longitude 168 W. encountered heavy ice in Bering Sea, and continued in the same until about 30 miles

from Nome, on June 17th, 1908. During the above period ice crushed, dished and dented the plates of the said vessel, and arrived at this Port of Nome 5 P. M. on the 18th day of June, 1908, but fearing damage, enters his protest in due form of law.

(Signed) JOHN TRUEBRIDGE,  
Master.

Before me,

A. J. BEECHER,  
Notary Public in and for the District of Alaska, Residing at Nome.

My commission expires July 11, 1911.

[Endorsed]: Note of Protest in re Str. "Northwestern." Filed June 24, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Aug. 4, 1911. Cases Nos. 110 and 112—Adm. Claimant's Ex. "D." John Sunback, Clerk. T. M. Reed, Deputy. [189]

**Claimant's Exhibit "E."**

(COPY)

United States of America,  
District of Alaska,  
Second Division,—ss.

On this sixteenth day of June, A. D. 1908, before me, the undersigned, a Notary Public in and for the District of Alaska, residing at Nome, personally appeared W. P. S. Porter, Master of the Steamship "Victoria," belonging to the Port of Port Townsend, Washington, who saied from the port of Seattle, Washington, on the first day of June, A. D. 1908,

with said vessel, with a cargo of General Merchandise, bound for the Port of Nome, Alaska, on the 15th day of June, A. D. 1908, and having been in heavy pack ice from six o'clock A. M. on the eighth day of June, A. D. 1908, until arriving at said port of Nome, Alaska, about seven o'clock P. M. on the fifteenth day of June, A. D. 1908, and having sustained damage and fearing further damage, notes his protest, to be extended if need be.

(Signed) W. P. S. PORTER.

Subscribed and sworn to before me this 16th day of June, A. D. 1908.

[Seal] JOHN T. REED,  
Notary Public in and for the District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Note of Protest in re Str. "Victoria." Filed June 16, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Aug. 4, 1911. Cases Nos. 110 and 112—Adm. Claimant's Ex. "E." John Sunback, Clerk. T. M. Reed, Deputy. [190]

**Claimant's Exhibit "F."**

(COPY)

**ALASKA STEAMSHIP COMPANY.  
FORM NOTING PROTEST.**

City of Nome,  
District of Alaska,  
United States of America,  
Second Division,—ss.

On the 16th day of June, A. D. 1908, before me, John T. Reed, a Notary Public, duly commissioned



and sworn, personally came H. E. Soule, Master of the Steamship "Olympia," of Port Townsend, Washington, of the burther of 1730 tons or thereabouts, laden with General Merchandise, and saith that he sailed from Seattle, Wash., on the 30th day of May, 1908, bound for Nome, Alaska, and encountered very heavy ice 20 miles south of Nunivak Island, and the same continuing within 30 miles of Nome; I entered the ice on the 7th day of June, and continued in it until the 15th, and much of the time encountered heavy, thick fog, and fearing damage from coming in contact with very heavy ice floes. Thus the Master notes this, his protest, before me, reserving to himself the right to extend the same at any time and place convenient.

(Signed) H. E. SOULE,  
Master.

Subscribed and sworn to before me, this 16th day of June, 1908.

[Seal] JOHN T. REED,  
Notary Public in and for the District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Npte of Protest Str. "Olympia." Filed June 16, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Aug. 4th, 199. Cases Nos. 110 and 112. Claimant's Ex. "F." John Sunback, Clerk. T. M. Reed, Deputy. [191]

**Claimant's Exhibit "G."**

(COPY)

United States of America,  
District of Alaska, Second Division,—ss.

On this tenth day of July, A. D. 1908, before me, the undersigned, a Notary Public in and for the District of Alaska, residing at Nome, Alaska, appeared F. S. Meady, Master of *te* Steamship "Mackinaw," 2005 tons net, belonging to the port of Port Townsend, Washington, who sailed from the port of Seattle, Washington, with said vessel, on the 23d day of June, A. D. 1908, with a cargo of General Merchandise, bound for the port of St. Michael, Alaska, and having encountered heavy weather on June 29th, and getting into the ice on July 4th, and being in the ice continuously from July fourth until July ninth, steamed for Sledge Island, near said Nome, to get out of the ice, and arrived at Nome, Alaska, at six-thirty o'clock, on the evening of said July ninth, A. D. 1908, and fearing damage to ship and cargo, notes this, his protest, to be extended, if need be.

(Signed) F. S. MEADY.

Subscribed and sworn to before me this tenth day of July, A. D. 1908.

[Seal]

JOHN T. REED,

Notary Public in and for the District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Note of Protest Am. St. S. "Mackinaw." Filed July 10, 1908. C. D. Garfield, Deputy Collector. Filed in Open Court. Aug 4, 1911.

Cases Nos. 110 and 112 Admr. Claimant's Exhibit  
"G." John Sunback, Clerk. T. M. Reed, Deputy.  
[192]

**Claimant's Exhibit "H."**  
(COPY)

United States of America,  
District of Alaska,  
Second Division,—ss.

On this 19th day of June, A. D. 1908, before me, John T. Reed, a Notary Public, in and for the District of Alaska, residing at Nome, therein, personally appeared John A. O'Brien, master of the S. S. "Yucatan" of 317 burthen, belonging to the port of Port Townsend, Washington, who sailed from the port of San Francisco, in California with said vessel on the 1st day of June, A. D. 1908, with a cargo of General Merchandise bound for the port of Nome, in the District of Alaska, and arrived at the said port of Nome on the 18th day of June, A. D. 1908. That having encountered unusual ice in Bering Sea, on the 17th day of June, A. D. 1908, at 1:40 o'clock P. M. while drifting in the ice with a very strong current, the ship suddenly swung on a grounded iceberg. The anchor had previously been let go, but on account of said current, dragged same, and struck on the starboard side with the full force of the current, causing a slight indentation in ship's side. Having sustained damage as aforesaid and fearing further damage, notes his protest to be extended if need be.

(Signed) JOHN A. O'BRIEN.



Subscribed and sworn to before me this 19th day of June, 1908.

[Seal]

JOHN T. REED,

Notary Public in and for District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Note of Protest In re Am. Sts. "Yucatan." Filed June 19, 1908. C. D. Garfield, Deputy Collector. Filed in Open Court. Cases Nos. 111 and 112. Admr. Claimant's Exhibit "H." Aug. 4, 1911. John Sunback, Clerk. T. M. Reed, Deputy. [193]

**Claimant's Exhibit "I."**

(COPY)

City of Nome,  
District of Alaska,  
United States of America,—ss.

On this 22d day of July, A. D. 1908, before me, Harry Y. Freedman, a Notary Public in and for the District of Alaska, duly commissioned and sworn, personally came R. M. Hern, master of the steamship "Greenwich," of London, England, of the burthen of 2938 gross tonnage, 1862 tons or thereabouts net tonnage, laden sacked coal, and saith that he sailed from the Port of Ladysmith, B. C., on the 22d day of June, A. D. 1908, bound to the port of Nome, in the District of Alaska; and on the 4th day of July, 1908, at 3 A. M. encountered float ice in Bering Sea; that he remained in the float ice for five days, and then arrived at Nome on the 9th day of July, 1908, at 7 P. M. That on the 4th day of July, 1908, at midnight float ice damaged the bow of said boat while

the vessel was speeding dead slow. The injury to said boat consists of a hole on the starboard side about 12 feet long and about 2 feet wide, and indentations on the port side of said vessel. Fearing damage said master hereby enters his protest in due form of law, reserving the right to extend the same.

(Signed) R. M. HERN,

Master.

Before me,

HARRY Y. FREEDMAN,

Notary Public for the District of Alaska.

[Endorsed]: Note of Protest Br. SS. "Greenwich." Filed July 23, 1908. R. W. J. Reed, Deputy Collector. Filed in Open Court Aug 4, 1911. Cases Nos. 111 and 112 Adm. Claimant's Exhibit "I." John Sunback, Clerk. T. M. Reed, Deputy.  
[194]

**Claimant's Exhibit "J."**

COPY.

United States of America,  
District of Alaska,  
Second Division,  
City of Nome,—ss.

On this 22d day of June, A. D. 1908, before me, John T. Reed, a Notary Public in and for the District of Alaska, residing at Nome therein, personally appeared John Alwen, Master of the S. S. "Hyades," of the burthn of 3753 tons, belonging to the port of Boston, Massachusetts, who sailed from the port of Seattle, Washington, with said vessel, on the 30th day of May, 1908, at 9:30 o'clock, with a cargo of General Merchandise, bound for the port of Nome,

Alaska, and arrived at the port of Nome, Alaska, on the 22d day of June, 1908, at six o'clock A. M., and having encountered heavy ice on the passage from June 9th to June 21st, 1908, which caused the propeller, on several occasions, while turning to hit the ice, and which also caused the ship's bow to strike the ice several times, and having sustained this damage as aforesaid, and fearing further damages to ship and cargo, notes his protest, to be extended, if need be.

(Signed) JOHN ALWEN,  
Master.

Subscribed and sworn to before me this 22d day of June, 1908.

[Seal] JOHN T. REED,  
Notary Public in and for the District of Alaska, Residing at Nome.

[Endorsed]: Note of Protest. Am. St. S. "Hyades." Filed June 23, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court Aug. 4, 1911. Cases Nos. 111 and 112. Adm. Claimant's Exhibit "J." John Sunback, Clerk. T. M. Reed, Deputy. [195]

**[Testimony of Wm. T. Boyce, for Libelants.]**

Mr. WM. T. BOYCE, a witness on behalf of libelants, having been duly sworn, testified as follows:  
(By Mr. SCOFIELD.)

Q. You are one of the passengers on the "Ohio" on the voyage, leaving Seattle June 1st and arriving in Nome July 11th, 1908, were you?

A. Yes, sir.



(Testimony of William T. Boyce.)

Q. I will ask you if you were present on that vessel at the time when one of the plates of the vessel was stove in by a cake of ice?      A. Yes, sir.

Q. Do you recall whether the vessel was under way or at anchor at that time?

A. She was standing at anchor, I think.

Q. At what time were you first apprised of the fact that a plate had been broken in?

A. Well, there was a little jar, of course, and I was on the middle deck, and someone came along and told us she had cut a hole in her, and I went down and saw it and the water was coming in—they was getting ready then to put something in to it.

Q. Where was the hole stove in with reference to the water-line of the ship?

A. Well, it was not below when she was standing in still water and it was calm.

Q. I will ask you if you saw the piece of ice that came along and did the damage?

A. No, I didn't go up to see it.

Q. I will ask you after the damage was done if you went below and saw the plate?

A. Yes, I went down and looked it over; I wanted to see how much water she made.

Q. What is your business, Mr. Boyce?

A. Oh, a sort of an engineer, mechanic, working with iron. [196]

Q. I will ask you if you have had experience with iron?

A. Yes, sir, I have had a good deal of experience with iron in most ways.

(Testimony of William T. Boyce.)

Q. What general experience—just state generally what your experience has been with iron.

A. Oh, I have worked in wrought iron and cast iron—I have run a machine-shop here in Nome for the last ten or eleven years and have worked with iron in probably all of its forms.

Q. How many years' experience have you had?

A. Oh, thirty-five years, I guess.

Q. Describe to the Court the size of this hole, generally, its shape and its condition.

A. It was just a kind of a tear; the iron had had a punch in the side, and the hole it made looked like it had been made with knock with a *sledg* or something that didn't break clear through—looked like it cracked it four or five inches in some places—a little small hole you could stick your hand in in some places—something of that sort. It looked like it was sort of shattered and ran around like in all directions—spread out in every direction, you know.

Q. What was the condition of the plate itself as to being a new plate or an old plate—was it a better section than the rest or was it an average plate?

A. Oh, it was old iron—

Mr. FULLER.—I object to this as incompetent, irrelevant and immaterial. They are not seeking any damages on account of poorly built ship's plates.

The COURT.—Objection overruled.

A. Well, I should judge the iron was just worthless old iron—all the life and virtue was out of it—it is with iron same as with anything else—when it is [197] old it grows worthless and easily broken and



(Testimony of William T. Boyce.)

spent—just worn out and lifeless like anything else.

Q. Well, would there have been any damages to the ship at all if this had been a safe strong plate?

A. Well, it would not have been torn in at all—it naturally would have taken a pretty stiff punch—*w*ould have had to have been a pretty much of a chunk of ice that would have tore in a section of an iron plate, the way ships are usually built. Of course, iron that lays in the salt water becomes old and rusty and soon loses its strength. Take a good prime plate, such as you would expect it to be on a ship, and it would take a mighty heavy punch—a little jar like this was wouldn't have amounted to anything at all; it was more of a punch—just punches a hole sideways in her—jammed her, like.

Q. And what was the extent *f* this scar that you speak of—this break along the edges of this plate?

A. That I could not tell you—it was kind of jagged like—and was from two to three inches each way—kind of punched the iron right in.

Q. What was the condition of this plate as to being scaly or otherwise?

A. Oh, it was old and scaly and rusty—there was no life in it—it was old iron, and that is all you could make out of it—no strength in it whatever, so far as that is concerned.

Q. When this piece of ice hit the side of the vessel state whether or not there was anything more than the ordinary jar.

A. No, it didn't make much jar—not as much as lots of times I know there were heavier jars—it



(Testimony of William T. Boyce.)

didn't amount to much. When we struck the ice I didn't notice it until someone came along and said that she [198] had struck a piece of ice, or a piece of ice had struck her, rather, because we were laying still at the time, and there was a hole knocked in her side, and I went down to see what kind of a hole it was—of course, there was quite a little angry discussion going on there over it, between the people, but it didn't amount to anything when I went down to see what it was.

Q. What, if anything, did they do with reference to listing the vessel to repair her?

A. I think they did—I think they changed some of the cargo and turned her over so the water wouldn't run in—to let it up—they would not have to change it very much because it was near the water-line, any way.

Q. How was the hole repaired?

A. They put some planking around in front of it and then filled it up with cement—two by six—two-inch planks, two feet long, about.

Q. Mr. Boyce, I will ask you if you recall how many days you were out from the port of Seattle on this voyage to Nome in 1908 before you encountered any ice in Bering Sea?

A. Well, I could not say about that, hardly; we didn't encounter any ice until after we came through the Pass aways; then we were in the ice quite awhile, and we made no headway at all; other vessels went by us and around us, quite a ways off.

Q. Do you recall your furthest point, coming this

(Testimony of William T. Boyce.)

way on the voyage, prior to returning to Dutch Harbor, off Sledge Island?

A. We were off Sledge Island—we were out there but how far I don't know.

Q. Were you nearer Sledge Island than Nunivak Island? [199]

A. Oh, yes—well, I don't know, either—Nunivak Island—I don't think we were at Nunivak Island any length of time, anyway—we passed there on the way up I remember, but we were back of an island—I don't remember the name of that island—a great big island—nearer this way a good ways than Nunivak Island—I knew the name of it but I don't recall it just now—about a hundred or hundred and fifty miles long it was, I should judge—I forget what they called that island now—

Q. Was it St. Lawrence Island?

A. Yes—yes—that's it. St. Lawrence Island.

Q. How long were you in the vicinity of St. Lawrence Island, if you remember?

A. Oh, for some time—I guess between eight and ten days—I don't know—maybe longer than that. We were backward and forward—coming up this way a little way and then going back there again; I don't know how long we spent around there—quite awhile.

Q. Now, state whether or not during any of those days, or during those times when you were anchored for days at a time, you were or not withing sight of the ice while the vessel was at anchor.

A. Well, that I could not say; it looked like open



(Testimony of William T. Boyce.)

water to me, as far as I could see, but I could not state but what there may have been ice away off in the distance. Close by, as far as I could see it looked like open water.

Q. What efforts, if any, did the master of this vessel make to bring his ship to Nome with reference to running up to the ice and attempting to ascertain or find out whether or not there were any open leads in the ice? [200]

A. Well, they all made complaints that he didn't make any trial to get in any way.

Q. Did he do anything of the kind to attempt to get in, as far as you know?

A. I don't know what he was attempting to do, myself. He would steam up lots of times, and go a little ways and then drop anchor again, maybe a mile or two further, and come up to a little ice maybe in sight and then drop his anchor; I never could tell what he meant by it, myself, or what he was trying to do; he didn't go far enough to accomplish anything, it didn't look like to me.

Q. How long would he remain at anchor at those times then?

A. Sometimes two or three hours—sometimes a half day or a day, maybe—maybe again he would heave her up and be off again, no sooner had he dropped anchor than he would be off and go a little ways again; it looked like he didn't know himself what to do.

Q. Do you recollect the morning the revenue boats picked you up off Romanoff Pass?



(Testimony of William T. Boyce.)

A. Well, the revenue cutter was there I think it was three different times—well, I ain't certain about that now—it was either two or three times—I know she was there twice if not three times.

Q. Did you hear any conversation between the captain of the revenue cutter and the captain of the "Ohio," Capt. Conradi, with reference to where he had been? A. No, I didn't.

Q. Why he had not brought his ship to Nome?

A. No, but I understood that he went over there to the ship.

Mr. FULLER.—Just answer the question, what you [201] heard yourself—not what you understood—if you heard any conversation yourself.

Q. Did you hear any conversation between the two captains?

A. No, I heard no conversation; that is, to speak of.

Q. How much did you pay for your ticket?

A. Thirty-five dollars.

Q. Do you know what the going rate of wages was in Nome that spring, for ordinary miners and laborers? A. Yes.

Q. How much was it?

Mr. FULLER.—That is objected to as immaterial, irrelevant and incompetent.

The COURT.—Objection overruled.

A. Five dollars a day and board, I believe; I think that is what it was,—maybe more—maybe six dollars.

Q. From your experience as a worker in iron, and the condition in which you found this plate that was

(Testimony of William T. Boyce.)

stove in on this vessel, state whether or not a vessel of that class would be seaworthy to make a voyage between the port of Seattle and the port of Nome, leaving Seattle the 1st of June and arriving in Nome the early part of June when she was bound to encounter more or less ice on the voyage?

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial, the witness not having shown himaelf qualified to testify as an expert to answer this question.

The COURT.—Objection overruled.

A. Well, I wouldn't judge that she was if she was going to encounter ice.

Q. That she would not be a seaworthy vessel?

A. No, sir, I do not think she would be. [202]

Q. What was your answer?

A. No, sir, I don't think that she would be seaworthy, I said, if she was going to encounter ice.

Q. Have you made many trips to Nome on the first sailings from Seattle?

A. Well, that is the first one I ever made on the first sailing.

Q. Now, at the time that you were picked up by the revenue cutters on the 10th or 11th of July, state whether or not there was any trouble in getting right through to Nome.

A. No, no trouble at all; we came right on through; she followed the revenue cutter pretty well until half a day she was out of our sight I believe, but we come right on through without any trouble whatever.

Mr. SCOFIELD.—You may cross-examine.  
[203]

(Testimony of William T. Boyce.)

Cross-examined.

(By Mr. FULLER.)

Q. But you did find some ice on that last day?

A. But not to speak of—yes—nothing to speak of, but we seen ice more or less.

Q. You had been in the ice right along, had you not?

A. Well, we were in open water; we went through some ice where the ice was kind of in chunks, and we would come through all right, by dodging the big chunks—but we were never in any floes of ice, what you would call floes, but sometimes there would be chunks—icebergs, I guess you would call them—

Q. Do you know whether there was any ice floes or not close to you?

A. I know I didn't see any to speak of—but of course I was shut off somewhat from the upper part of the ship where I could see ahead.

Q. Where were you most of the time—in what part of the ship?

A. I was in the front part of the ship—I was in the intermediate class, on the deck.

Q. Were you watching to see whether there was any ice all the time, on watch for the ice?

A. No, I wasn't on deck much of the time; I was playing solo most of the time.

Q. You don't know then what the ice conditions were?

A. Oh, yes, I used to go up on deck once in a while and take a look around—I used to go up on deck at least once or twice a day.



(Testimony of William T. Boyce.)

Q. Was she in the ice any at all?

A. Oh, yes; I seen ice for two or three days, off and on.

Q. Now, state during what time that was that you were out there that you saw ice.

A. Well, we were alongside of this island, in sight of [204] it, and were anchored in open water—in a big place of open water, but there was some to be seen off in the distance.

Q. Ice all around?

A. Yes, four or five or ten miles off.

Q. What was the character of the ice that you encountered?

A. Most of it seemed to be soft, what I would call slush ice, particularly; most of it uncaked, and then maybe we would see a big clunk.

Q. Ice the boat could go through easily?

A. Well, I don't think a man could get a sail boat through it very easily, but it didn't seem to me that we wought to have had any trouble in getting a big iron ship through it—it seemed just this soft, loose, slushy ice—no big solid body of ice at all—seemed to be broken up and loose—slaked—with the water running through it, it looked like, and loose ice hanging to it.

Q. About in the same condition it is in at that same time of year out here, generally, off Nome?

A. Yes, just about and just about the same as it is down here off the mouth of Snake river about the time of the last boats.

Q. You don't know how that ice compared with

(Testimony of William T. Boyce.)

the ice in other years in Bering Sea, at the first sailing of the boats?     A. No, sir, I do not.

Q. That was the only time you ever came on the first sailing, you said?

A. Yes, sir, the only time I ever came through any ice. I have been out four times but never came up before in the spring.

Q. Do you consider yourself an expert in regard to iron and steel?     [205]     A. Sir?

Q. Would you consider that you could speak as an expert on iron and steel vessels—did you ever build any iron or steel vessels?

A. I don't know as I was speaking as an expert, but as far as that goes I have built parts for vessels, and have worked on all sorts of parts of vessels—in iron and steel, both, and I said I didn't consider that this here plate was safe on a ship that was expected to encounter any ice. It was old and worn out; I don't think it was safe for that purpose, any way.

Q. You didn't think it was safe?

A. The best boats *can* have that are going into ice, as I understand, ain't none too safe, on any ship, when they are expected to encounter ice—

Q. Well, never mind about that—this "Ohio" never claimed to have been built especially for that purpose?     A. I know that.

Q. And that was your understanding, was it not, when you started up here on her?

A. I never thought anything about it only that I was up here to Nome, and I bought my ticket and

(Testimony of William T. Boyce.)

came aboard—that was all there was to it.

Q. What examination did you make of this hole in the side of the vessel?

A. I don't know that I made any examination of it at all, nothing more than just stand and look at it.

Q. That was immediately after it happened?

A. Yes, sir.

Q. Before it was repaired or after?

A. Well, they were repairing it when I went to see it—they went right to work at it—they didn't stop a moment but went right and got to work at repairing it. [206]

Q. Was the water coming through?

A. Yes, sir, some little water came through there.

Q. And was there not quite a number of the passengers crowded around there, to see what was going on, and they were there inspecting this hole, were they?

A. Well, I don't know but most anybody's curiosity would be excited, under the circumstances, to see what it was.

Q. The workmen were repairing it, and you didn't interfere with their work, I understand—

A. No—

Q. You didn't offer to help them, I suppose, working with the iron?

A. They didn't want anybody while I was there.

Q. Well, what examination did you make of the iron that caused you to say it was old iron—

A. Well, it was broken and shaled; good iron won't break—but poor iron will bend and shale and shat-



(Testimony of William T. Boyce.)

ter—crumble to pieces.

Q. And this was shattered and crumbling to pieces?

A. Why, yes.

Q. What effect does temperature have upon the wearing of iron?

A. What kinds of temperature—cold?

Q. Well, different degrees of temperature.

A. Well, when it is very cold weather, of course, *iron brittle*, where warm weather makes it tougher. You temper iron, of course, by heating and plunging it into cold water, but continued cold water would tend to make iron loose its strength—generally it is considered the warmer the air *rh* stronger the iron.

Q. This hole was just about the water line, I understand? A. Yes, sir. [207]

Q. The water, of course, was just about freezing temperature, was it not?

A. No, sir; it was not anywheres near freezing temperature. The coldness of the water at that time would not hurt it; it was not anywheres near the temperature that would tend to fracture the iron.

Q. How warm was the water?

A. I could not tell you that, but it was warm weather and the sun was shining bright nearly all the time—it was as warm weather as we have here.

Q. About how warm was the water at that time?

A. I don't know what the temperature of the water was, but it was nowheres near freezing.

Q. You don't know anything about what temperature the water was? A. No.

Q. Well, that plate was near the water and its tem-

(Testimony of William T. Boyce.)

perature would be according to the heat or cold water, would it not?

A. It was a little clear of the water's edge—it would be two or three degrees colder than the water, possibly from two to three.

Q. Now, how far did the cracks extend across that plate, from that hole?

A. That I could not tell you. I told you I didn't examine it from the outside at all.

Q. You didn't examine it from the outside?

A. No, sir, all that I saw was the inside.

Q. Quite a hole there, was there not?

A. Well, a poor quality of iron will not crack and break like this—it will peel off—while the better quality will break—

Q. Appeared to you as if it had been struck by some kind of a—appeared the same kind of a hole as if it had been struck with a sledge hammer? [208]

A. Sir?

Q. That was what you said. A. No, sir—

Q. That is what you said in your direct examination.

A. Well, it seemed as if struck with a sledge hammer and broke right off—down in the steerage where I went down to see this crack—

Q. Well, it would not make any difference in the appearance of the hole whether it was struck by a piece of ice or some other blunt or some rather sharp thing?

A. Well, a sharp iron would knock a smaller hole and a blunt or bigger tool would make a bigger hole—



(Testimony of William T. Boyce.)

Q. You think it would make a difference whether some blunt or other hard thing hit it?

A. It wouldn't make any difference provided there was force enough—it all depends on the iron—the poorer the iron the more likely it is to shatter and crumble when it is struck.

Q. What made this sort of a round hole you spoke of?

A. That was because the iron was poor and lifeless—had no strength in it at all. The marks there were on the iron where this hole was punched in her where if it was good iron it wouldn't do that—it would take a very heavy hammer to crack a good plate the size of this one—if the blow is heavy enough it will crack iron, but this seemed to be *punch* or stove in more.

Q. A big cake of ice, if it struck it right, you think wouldn't knock a hole in good iron?

A. Hardly—you might hammer again and again and not crack it, and then again it might break it square off.

Q. If sufficient force was back of the blow, or a big ice jam should strike it? [209]

A. No, I would think it would take a greater direct force—it might shatter it like *it* a pane of glass if the force was sufficient, of course—anybody knows that, but this looked to be pushed and bent and scratched—

Q. But it would not crack it—

A. No, it wouldn't crack it without it was weak, and then most any kind of a blow with most any kind of an instrument would do it.



(Testimony of William T. Boyce.)

Q. Well, I am supposing that it was struck a blow with force enough— A. Yes.

Q. Good iron would not crack, you say?

A. No, sir.

Q. You are positive of that?

A. Yes, sir, I am positive, if it was strong enough—it depends altogether whether it was good iron or poor iron—if it was poor you can punch a hole in it with a piece of—well, anything—any tool the same as iron—

Q. You are talking about steel, are you not, Mr. Boyce?

A. No, sir, iron also, but, of course, steel principally is more durable. Steel is between cast iron and wrought iron, and steel you can temper so that you can stretch it—you can work it up into all kinds of fine work and it won't break up to a certain degree. You take a piece of fine well-tempered iron—cast iron—wrought iron ain't tempered at all—but a peice of poor iron—well, that is just about useless any way you want to put it—it ain't worth the bother to set it up.

Q. What kind of iron are you referring to?

A. Well, there are two to five classes of iron—this would be about class 2, from about half inch in thickness [210] up to as high as 2 inches—one of the higher and better classes of cast iron.

Q. Made probably as good as the factories could produce? A. Yes, sir.

Q. For all the higher and better class of fine work?

A. Yes, sir, certainly, what is known as old stock

(Testimony of William T. Boyce.)

merchantable iron.

Q. This plate was strong enough for the ordinary uses, if it didn't run against any ice, was it not?

A. It was strong enough if it didn't get any jar—it would not break if it was just standing still somewheres where nothing went against it.

Q. Something like the shock of a cake of ice against it? A. No, sir; it wouldn't stand that.

Q. That was your first trip up here you said, on the first boats?

A. Yes, sir—it was not my first trip—my first trip I came on the "Senator" got here in August—

Q. You don't know what the wages were that laborers were getting in Nome that spring, do you?

A. No, I do not.

Q. Didn't pretend to say what they were *gettin* before you got in here? A. No, sir.

Q. How deep was the rust on this iron at the time you saw it?

A. I wouldn't say how deep it was in inches or anything of that kind—all I know was it was in bad shape; it looked to me like old iron with all the virtue gone out of it, and it was rusted on the outside. I could see the way it looked, but I don't know that I could set any measure on how deep it was rusted; it looked like it was porous and crumbling—seemed that the natural [211] strength and virtue of the iron, was all rotted out—you know how poor it was when the body of it was all grained like wood.

Q. Appeared to have been in the water quite awhile, did it?

(Testimony of William T. Boyce.)

A. No, I wouldn't say that water would make it that way unless it had been there a very long time, and seemed seared and no strength in it at all.

Q. You don't know how big the ice cake was that struck it?      A. No, I do not.

Q. Could you tell me how much of a blow it would take to make a hole clear through *m* this iron?

A. Well, according to how heavy a tool would hit it and how thick the iron was—might be—

Q. And it would have something to do with the weight of the blow—would it?

A. Whay do you mean?

Q. I mean the thickness or weight of the blow?

A. It would.

Q. That would have a great deal to do with it, and whether or not it was hit with a sudden blow or a steady weight against it?      A. No—

Q. The tensile strength of the iron?

A. No, sir.

Q. Or the great force of the blow?

A. No, sir, I don't think that had anything at all to do with the breaking of this iron; I think it was just the poor quality of the *iton*—it was just jammed up and I don't think that had anything to do with *i* it, except because the iron was worthless itself.

Q. You think it would not with *d*tand any sort of blow at all?

Mr. FULLER.—That is all. [212]

Redirect Examination.

(By Mr. SCOFIELD.)

Q. Now, explain what you meant by this particular



(Testimony of William T. Boyce.)

plate being rusten and worthless.

A. Well, I don't know any more than that it was seamy, rusty and old—

Q. What were the indications that it was worthless—explain what you mean by seamy with reference to its being, as I believe you said, the iron had lost its virtue?

A. Well, that is about all I can say—the iron was old and naturally was rusty, had no strngth in it. I don't know the way this piece of ice hit it, nor how hard a blow it was struck, but it didn't appear to me that it would take a hard blow to make the hole there was in it, because it was all scarred and seamy, and rusty—as I said it was seamy and rotten, and it would not take a blow of any force to amount to anything to crumble it to pieces, just as it was.

Q. What did this seamy countour of this plate indicate—that the virtue of the iron had gone from it? A. Yes, it did.

Q. Now, what do you mean by the virtue or life of the iron itself? just explain what you mean by that.

A. Well, it would just mean this much with me, that the strength of the iron was gone—the lift and force of the iron was gone; there is nothing left to it; its life and expansion and strength; it is the same thing as a block of wood—like pig iron—

Q. What substance is it that is lacking in a piece of old worn-out iron?

A. Why, all the caron has left the iron. It is the carbon that is in iron, you know; that is what gives

(Testimony of William T. Boyce.)

the life and depth to iron; when it has left then it ain't iron, any more, when the carbon has left the iron, [213] but it is sandly and crumbly like in your fingers—just grainy, and it will scale off—will screen off in your hand; good iron will resist water, not poor, especially in the old class iron they made in those times.

Q. Assuming that the plate on this vessel was constructed in 1873, and that this plate was somewhere about thirty-five years old, and had been in the ship that length of time—

A. It would crack lengthwise—lengthwise across the grain—it would crack right off. I bet you could take that piece of iron and strike it in any direction you wanted to and it would crack right off—you need not get on the grain of it because it was all grained, in every direction, that's all there was left to it, just like old sandy, slatey stuff.

Q. State whether or not you examined the grain of this particular plate.

A. Yes, sir, I could see that it was all checked and all tinny through it, like it was what you might call old pig iron—it would not work anywhere in any shape ever again. Good iron you can work over as long as there is piece of it left, but old iron that has had its day, well, that's all there is to it; might just as well throw it on the scrap heap.

Q. State whether or not the other plates of the vessel were of the same character as this one.

A. Well, I didn't go down to see them but I naturally suppose they are all the same.

(Testimony of William T. Boyce.)

Mr. FULLER.—I object to the answer of the witness of what he supposes, and move to strike it from the record.

The COURT.—It may be stricken out. [214]

Q. If all the plates were put in the vessel at the same time, in 1873, state as to whether or not they would all be of the same character as the plate that you examined that was stove in.

Mr. FULLER.—That is objected to as incompetent.

A. I suppose they would be.

The COURT.—Objection sustained; that answer may be stricken out, also.

Mr. SCOFIELD.—Take the witness. [215]

Recross-examination.

(By Mr. FULLER.)

Q. That was the only plate that you examined, this one that was stove in?

A. I didn't say I examined it; I just looked at it.

Q. That was the only one you looked at?

A. Yes.

Q. Was that plate painted?

A. I think it was painted—I think it was painted outside; yes, sir.

Q. Painted outside?      A. Yes, sir.

Q. You think it was sufficient to stand—that it was sufficient to stand the ordinary strain put upon it?

A. It seemed that it was able to stand the ordinary amount until this shock came along—



(Testimony of William T. Boyce.)

Q. Well, it was sufficient to stand the ordinary strain?     A. Yes, sir.

Q. Would have got through all right if it hadn't jammed up against this piece of ice, or something like that that was heavy—if that hadn't hit it?

A. Yes, I guess so—we came through with it outside of that, all right.

Mr. FULLER.—That is all.

Mr. SCOFIELD.—That is all.

(Witness excused.) [216]

**[Testimony of Mrs. C. C. Crooks, for Libelants.]**

Mrs. C. C. CROOKS, a witness, on behalf of libelants, having been duly sworn, testified as follows:

(By Mr. SCOFIELD.)

Q. State your name.

A. Mrs. C. Carrie Crooks.

Q. You are one of the libelants in this case?

A. Yes, sir.

Q. When did you leave Seattle on this boat on the voyage of 1908?     A. On June 1st.

Q. Do you recollect the date that you arrived at Nome?     A. July 11th.

Q. On that voyage, Mrs. Crooks, it is alleged in the libel that the passengers were cut down to two meals a day for a period of about one week. State to the Court what the nature and character of the food was furnished during that week.

A. Do you want me to describe the nature of it—

Q. Beg pardon.

A. Do you want me to state what food they served?

(Testimony of Mrs. C. C. Crooks.)

Q. Yes, the food that was served at the table during that period.

A. Well,—

Q. For instance, what did you have for breakfast?

A. Well, we had usually, hot cakes and coffee *ad* eggs, something like that—meat of some kind, usually—you mean during the time we were placed on short rations? Please state your question again.

Q. During the time you were cut down to two meals a day—I want to know during that time only, just now, as to what was served.

A. Yes, that was what we had—and for lunch we were served soup and crackers, and something like that—I don't remember whether there was any other things [217] were brought to us at table at all; I don't think there was—but the food that was served, it was so bad it was not fit to eat.

Q. What was the trouble with the food that was served?

A. Well, the meat was exposed to the weather on deck, and it *staid* there for two weeks for the people to see it and smell it, and, of course, during that time it got ill-smelling and putrid—

Q. Where did they keep the meats on deck?

A. On the second deck—

Q. Subject to the rays of the sun?

A. Yes, sir, exposed to the sun all the time.

Q. I will ask you if your room was around that way where the meat was hung? A. A Yes, sir.

Q. What condition was the meat in that was given you to eat at table?

(Testimony of Mrs. C. C. Crooks.)

A. Well, you could notice when they were bringing on the meat; there was such a bad odor.

Q. State whether or not the meat that was hanging there was fit to eat.

A. Well, I should think it was not; I am sure it was not.

Q. How about bread—was there bread served during this time you were on short rations?

A. No, sir, there was no bread; we had crackers and sea-biscuit, but no bread—we had no bread.

Q. How long, if you recollect, was it that you were without bread provided at the table?

A. Well, possibly two weeks—yes, it was two weeks we were without bread.

Q. When did that occur with reference to the time you ran back to Dutch Harbor, if you recollect?

A. Well, it was a couple of weeks previous to our going back. [218]

Q. The ship was without flour during that time?

A. Well, we supposed it was; at least I understood so—of course, we didn't have any bread and we naturally supposed it was because we were without flour.

Q. Now, during this week that you were put upon short rations state whether or not you secured sufficient food from the table, that the table afforded.

A. No—well, no.

Q. What did you do in order to secure food, if anything?

A. Why, we got a party that brought it to our stateroom.

Q. Where did you get such party?



(Testimony of Mrs. C. C. Crooks.)

W We got the porter—not the porter that attended to our room, but another boy—

Q. How did you secure this party—state whether or not you purchased it for paying therefor, for your food? A. Yes, sir, we paid him for it.

Q. Do you know whether or not other passengers aboard the ship were compelled to do the same thing?

A. Well, I would not be positive about others, only what I was told—

Mr. FULLER.—We object to that as too indefinite—

A. I understood from conversations with other passengers that they were in the same condition and that they were depending upon what they got in their staterooms.

Mr. FULLER.—I move to strike that out as not responsive.

The COURT.—Motion denied.

Q. Now, after you left Dutch Harbor state whether or not you then had your regular three meals a day—when was it that you were put back to three meals a day after running to Dutch Harbor?

A. I am not positive of the date; I could not state now. [219]

Q. Do you know whether you secured additional supplies at Dutch Harbor?

A. Yes, I think that they took some additional supplies aboard there.

Q. Now, after you were put upon three meals a day, just tell the Court what your midday meal, your lunch, I believe you turned it, what you had or if you

(Testimony of Mrs. C. C. Crooks.)

had a midday meal?

A. Well, yes, we usually had lunch.

Q. Of what did that meal consist—what did you used to have for your midday meal?

Mr. FULLER.—That is objected to because there is no complaint in the libel and the claimant is not responsible therefor.

The COURT.—Objection overruled.

Q. What was your middal meal, your lunch, usually?

A. We usually had cracker and some kind of soup, and something hot to drink, coffee, tea, and something like that.

Q. Now, were you present on deck when the ship encountered a piece of ice?      A. Yes, sir.

Q. Just atate to the Court how you became ap-  
prised that one of the plates was supposed to have  
been broken in?

A. Well, by the motion, and the shock of the ice  
striking the boat.

Q. Did you see the piece of ice?

A. Yes, sir; I was stading in my stateroom at the  
time and looking out of the window.

Q. Was the ship at that time lying at anchor or  
under way?

A. It was still, if I remember right.

Q. How far was this ice from the ship when you  
first observed it—this piece that struck the vessel  
and punctured the side?

A. Why, I suppose it would be about eight or ten

(Testimony of Mrs. C. C. Crooks.)

feet, [220] or something like that; maybe a little further.

Q. Now, just state to the Court how that piece of ice came up against the side of the vessel, as you observed it.

A. Well, it just came floundering over, rolling over, and struck the vessel—I saw the cake coming and I could see that it was coming straight towards the ship and when the cake struck the vessel then I saw it float away again and go on past the ship.

Q. When the cake of ice struck the vessel I will ask you whether it occasioned any alarm in your mind as to its injuring the ship in any way?

A. Well, certainly I was alarmed.

Q. When did you first know that the ship had been punctured?

A. Well, it was the occasion for a general alarm at the time that the ship had been struck—of course, I then, of *course that* it was this piece of ice that I had seen strike it, but at the time I didn't know *t* that it had caused any damage.

Q. When did you first know that it had been damaged?

A. Well, very soon after it struck the boat; I don't know that I could tell you just exactly when.

Q. Do you know how the report got about that the boat was damaged?

Mr. FULLER.—Objected to as immaterial.

(No ruling.)

A. No, I don't remember; there were people on deck at the time, though.



(Testimony of Mrs. C. C. Crooks.)

Mr. SCOFIELD.—You may cross-examine.

[221]

Cross-examined.

(By Mr. FULLER.)

Q. Did you see the ice when it started to move, this ice that struck the side of the boat you spoke about?

A. No, sir, I don't remember that I noticed it.

Q. Had you seen it before it struck?

A. I suppose that I had in a general way noticed it as it was moving towards the boat, but I had not paid any particular attention to it.

Q. What kind of ice was it?

A. Oh, I can't tell you what kind of ice it was; it was just like ordinary ice, I suppose.

Q. Was it a solid piece of ice?

A. It seemed to be.

Q. Quite a large piece, wasn't it?

A. It was a kind of a large cake of ice—pretty good size.

Q. Well, could you state definitely how large it was?     A. Oh, I would not like to do that.

Q. Approximately how large was it—so we can get some idea of how large it was?

A. Well, all I could say was that I considered it a pretty good sized cake of ice—quite a good sized piece of ice.

Q. As large as this table?

A. Oh, yes; larger than that.

Q. Several times larger?

A. Yes, sir, a good deal larger than that.

(Testimony of Mrs. C. C. Crooks.)

Q. Well, it was not ice that broke off and started to move towards the vessel and came turning towards the ship, as you remember it?

A. Well, yes, I think that it was. I know it came down towards the ship and it was in motion in the water, [222] it seemed to me because it seemed to me that it was rolling over—I noticed it floundering in the water something like that.

Q. You considered, then, that the ice was moving in the water, did you?

A. Well, I could not say as to that, only it looked to me like it was rolling over and over in the water—

Q. It had been still when you first noticed it?

A. Well, I would not say that I had noticed this particular ice—this particular cake of ice—there was always lots of ice around, but I noticed this coming towards us—that is about all I know—I was standing in my stateroom watching the ice, and I saw this cake rolling towards us in the water; that is about as much as I could say I noticed it in particular.

Q. Had other cakes of ice been on the move the same as this one had?

A. I could not tell you—I couldn't say that I was paying any attention to it more than just standing there looking out—of course, I suppose they were moving—

Q. Well, was this cake moving rather more rapidly towards the boat when you saw it?

A. I don't think that it came so very rapidly, either—I think it came more like a wave—rolling—

Q. It was coming on a wave?

(Testimony of Mrs. C. C. Crooks.)

A. Yes, sir, it seemed to me that was the way it was coming down towards us.

Q. You heard the splash when it struck the boat?

A. I suppose that drew my attention to it first, as I suppose I was watching all the ice in sight, and when this hit up against the side of the boat it went out of sight, under the water for a moment, and then came up again and rolled on away. [223]

Q. Did you have a chance to see how thick the cake of ice was?

A. Well, it was up above the water several feet, I should say.

Q. By several feet what do you mean—four or five feet?

A. No, not that much; I don't think it was as large as that above the water—I think maybe—well, now, I wouldn't like to state positively, but I think it was maybe two or three feet, maybe, something like that.

Q. Your best recollection is that it was several times as large as this table, and this table is about eight feet long?

A. Yes, sir, I would say it was larger than this table; I am quite sure it was.

Q. You didn't examine the hole in the hulk of the ship? A. No, sir, I didn't see that.

Q. Now, did you ever tell the steward that you were not getting enough to eat?

A. Did I ever tell the steward?

Q. Yes.

A. Well, I didn't get enough to eat at the table, but I was getting it in my stateroom—we were not de-



(Testimony of Mrs. C. C. Crooks.)

pending on what we got at table, so when I went to the table I didn't grumble.

Q. You tipped the boy who brought it to you, I suppose?     A. Yes, sir.

Q. I mean did you ever tell the chief steward, the one who was in charge of the dining-room, that you were not getting enough to eat?

A. No, I did not personally complain.

Q. He had no reason then to think that you were not getting enough to eat, or for the captain to think that you were not getting enough food, if you didn't [224] inform them, had they?

A. Well, they didn't question me any, whether I was or not; I don't suppose they did know, because I did not make a complaint. But other passengers were making complaints—

Q. You never heard them, did you, complain to the steward, did you?

A. Well, no; I do not think that I did hear them, or *t* that I was present *whn* they made their complaints, personally.

Mr. FULLER.—I move to strike out all the testimony of this witness in regard to any complaints being made, because if any were made they were without her personal knowledge.

The COURT.—I think the part she has to say herself, of her own food is competent; motion denied.

Q. It was about one week, as I understood you, that you were cut down to two meals a day?

A. Oh, it was more than one week, I am sure.

Q. How long was it?

(Testimony of Mrs. C. C. Crooks.)

A. It was two weeks, I think.

Q. You are quite positive about that?

A. I feel pretty sure about it, to the best of my knowledge.

Mr. FULLER.—That is all.

(By the COURT.)

Q. As I understand you, you were standing still at the time this ice struck the boat?      A. Yes, sir.

Q. Was it storming at the time the ice struck you?

A. No, I don't recollect that it was storming at all at the time. [225]

Q. What do you mean, to your best recollections about the dimensions of this piece of *is*—the bulk of it as you recall, as compared with the size of this table—I would like for you to give me some idea of the size of it, as near as *you* can, of its dimensions above the water—its length and width, just simply your best recollections of it?

A. Well, as I supposed, it would be about two *three* three feet above the water—I think it was a little flat as I remember, at the time it went down in the water.

Q. And two or three feet above the water?

A. Yes, sir.

Q. Now, tell me how wide it would be across, above the water—its dimensions across it, as near as you can—what I mean is, how wide it seemed to be.

A. I could not tell definitely the size of the cake—it was quite a good-sized *came*, it seemed, as it came along—

Q. Perhaps ten or *th*welve feet long?

(Testimony of Mrs. C. C. Crooks.)

A. Well, it was not more than that, I don't think.

Q. And would you say it was six or eight feet wide? A. Well, I could not tell you about that?

Q. You say that you noticed it coming towards the vessel—was there a large floe of ice close by?

A. Yes, sir, there was floating ice around the vessel; I was standing in my stateroom watching it, and when this ice came along and I heard the splash—I noticed this one big cake as it was rolling away again.

Q. And this cake seemed to be some part of the floe that was cast off and came floating towards you—

A. Well, I suppose that it was, and of course I suppose I noticed this one more because it was coming directly towards the vessel that way. [226]

(By Mr. SCOFIELD.)

Q. Do you know what caused it to be coming towards the vessel?

A. No, I have no idea, only that it was coming in our direction.

Mr. SCOFIELD.—That is all.

Mr. FULLER.—That is all.

(Witness excused.) [227]

[**Testimony of Mrs. Annie N. Casey, for Libelants.**]

Mrs. ANNIE N. CASEY, a witness on behalf of libelants, having been duly sworn, testified as follows:

(By Mr. SCOFIELD.)

Q. State your name. A. Annie N. Casey.

Q. You are the Annie N. Casey, one of the libelants in this case? A. Yes, sir.

Q. You were one of the passengers on the steam-



(Testimony of Mrs. Annie N. Casey.)

ship "Ohio," leaving Seattle June 1st and arriving in Nome July 11th, 1908?     A. Yes, sir.

Q. How much did you pay for your ticket?

A. Seventy-five dollars.

Q. Do you recall how soon after you got through Unimak Pass on that voyage before you encountered any ice?

A. Well, I don't recollect just how soon it was now. I think it was the 8th of June, if I remember right; I don't remember just how far we were on this side before we met the ice.

Q. Did you meet any other vessels about that time?

A. Yes, we saw several vessels about that time.

Q. What vessels do you recall did you see at about that time?

A. Well, we saw several, but I do not remember now what they were—I remember the "Northwestern" was one of them—I remember the "Northwestern" very distinctly, and also the boat from San Francisco—the "Yucatan"—that was another that I recall, and of course there were others that I can't remember just now; it is so long ago.

Q. The "Northwestern"?     A. Yes, sir.

Q. Did you speak the "Northwestern"? [228]

A. Yes, sir; some of the passengers of the "Northwestern" came over on our boat—quite a number of them.

Q. Where were you then?

A. We were anchored out here.

Q. At St. Lawrence Island?

A. Well, I can't say as to that; it was not far from Nome.

(Testimony of Mrs. Annie N. Casey.)

Q. Now, Mrs. Casey, I will ask you if you recall about the time you were put upon two meals a day for a portion of the voyage?     A. Yes, I do.

Q. Do you recall how long you were upon two meals a day?

A. Well, I think for about a week or thereabouts.

Q. Now, state to the Court what the character of the food was that was served at the table during the week you were upon short rations.

A. Well, it was very poor food. I have tried to forget what it was—I have tried to forget it altogether, it was so poor—

Q. Well, it was so poor in what way?

A. It was not fit to eat the greater portion of the time—what there was of it was not fit to eat.

Q. Not fit to eat in what way?

A. It was so poor—

Q. And what was the nature and character of the meats that were served you?

A. It was very poor. It turns me sick to think of it even now; it was very poor, indeed.

Q. Do you know where they kept the meats?

A. Yes, they were kept hanging up on the deck.

Q. State whether or not they were hanging in the sun.

A. Yes, sir; they were hanging in the sun and rain alike. First one day in the hot sun, and then when it rained, they hung in the rain, just the same.

Q. How long did the meats hang there? [229]

A. Well, I don't know just how long they were there—*w* when they went back to Seattle there was

(Testimony of Mrs. Annie N. Casey.)

some of the meat still hanging there. I don't know just how long after that, but it was hanging there all during the time we were on the voyage, that which was not used up and served to us at the table.

Q. Do you know whether or not any meat served to you during that time were of these meats that were hanging in the sun and weather during all of this time—I mean while you were on two meals a day?

A. Yes, sir, I am sure it was—

Mr. FULLER.—I move to strike out the answer until I can make my objection.

The COURT.—It may be stricken out.

Mr. FULLER.—I object to the question upon the ground that the testimony is irrelevant and immaterial. They are not seeking damages on account of the poor food served, but only for the shortage, during the time when they were placed upon two meals a day.

The COURT.—Objection overruled.

(Question read.)

A. Yes, sir, I am sure it was.

Q. During the time that you were placed upon short rations state whether or not you were furnished with any bread.

A. No, sir, I don't remember that we was.

Q. Mrs. Casey, you may state whether the food that was furnished you from the table was sufficient in quantity and of such quality as met the requirements of yourself during that period.

A. No, sir, it was not sufficient, neither was it of such quality.



(Testimony of Mrs. Annie N. Casey.)

Q. What, if anything, did you do while aboard the vessel [230] with reference to securing other food, if anything?

A. I secured it all the time, as much as I wanted, and paid for it.

Q. How did you get it?

A. Why, I would get one of the boys to my room and I would give them what I called "tip money" for it—kept that up as long as I wanted to—as long as I wanted any of it, rather.

Q. State to the Court what you had for breakfast during the time you were on short rations.

A. Well, I can remember there was "hard tack"—that was the only thing in the way of bread we had—hard tack and some mush, and that was about all we had.

Q. Sea-biscuit, you mean, that is what you mean by "hard tack"?      A. Yes, sir.

Q. Tea and coffee?

A. Yes, sir; there was tea and coffee served, but I had none of it; I could not drink the tea and coffee that they served.

Q. State whether or not they furnished you with any fruits at table, during that time.

A. I didn't have any.

Q. Did you see anybody else that had any?

A. Not at my table.

Q. And now, what did you have at your second meal, during that time, at dinner?

A. At dinner—

(Testimony of Mrs. Annie N. Casey.)

Q. Yes, during this time while you were on short rations.

A. Well, during this time—well, there was some kind of stew—or something—some kind of stew—

Q. Meat stew?      Q. Yes, sir.

Q. And what was the condition of the meat that was served [231] you during that time with reference to being eatable or otherwise?

A. It was very poor any way it was served. Some of us would have to leave the table when it was served.

Q. For what reason?

A. Because the meat was so bad that it would make us sick; the most of us at my table most all the time would have to get up and leave as soon as they would bring on their stews.

Q. I will ask you now whether the eating of this meat at any time that you did eat it made you sick?

A. It always followed that I was sick if I ate any of it, so the result was that I quit eating it altogether, and would get a little something from the boy in my stateroom and pay him for it. I could not eat the meats and dishes that were served us at the table.

Q. Mrs. Casey, did you see the cake of ice that stove in one of the plates of this vessel?

A. Yes, sir, I did.

Q. Just state to the Court what occurred there at that time.

A. I was in my stateroom at the time and I heard the noise in the water, and I knew there was something wrong. I was lying down at the time, and

(Testimony of Mrs. Annie N. Casey.)

when I heard the noise in the water I got up out of my berth and looked out and I saw the cake of ice away in this direction (indicating). It appeared to have fallen off of the other icebergs and the noise I heard in the water was the splash of it falling, and when I looked out I saw the cake of ice, and I saw it coming over towards the boat in that manner (illustrating), floating over towards the boat, and first thing I knew the cake of ice was hitting up against the boat— [232] the side of the boat, and it made quite a jar—

Q. State to the Court whether it gave the boat a considerable jar or otherwise.

A. No, sir, it was not anything that I thought serious—there was a little jar, of course, not anything that I thought would hurt anything, or amount to anything at all.

Q. I will ask you whether or not the jar that it gave the boat at that time caused you any alarm as to the safety of the boat, or otherwise?

A. Oh, no, sir, nothing at all; I never thought of there being any injury to the boat at all, in any way because it was just a slight jar—

Q. When after the time the cake of ice struck the boat did you first learn of the injury to the boat?

A. One of the boys came up from the steerage and said there was a big hole and the water was coming in through the hole that had been stove in by the hitting of this cake of ice—in no time at all—well, you know about how long, just giving him time to come up from down in the steerage.



(Testimony of Mrs. Annie N. Casey.)

Q. Now, was the ship at that time at anchor or was she under way, if you recall?

A. No, sir, the boat was at anchor at the time.

Q. What was the condition of the ocean at the time with reference to *their* being ice around you at the time, or whether or not the sea was open, where the boat was, I mean.

A. It was a most beautiful sunshiny day and the ocean was perfectly still; the ice was open around us—there was open water, I should say, but the ice was laying off from us quite a ways. This cake of ice seemed to be a cake that was cast off from the floe [233] farther back from us, off in the ice pack; where we were laying at the time there was no ice at all, but you could see the ice pack as it lay farther off that way (indicating).

Q. I will ask you to state whether or not you saw this cake of ice when it fell off the other piece of ice.

A. No, sir, I did not see it at the time that it fell off.

Q. You heard the splashing when it fell, I believe you said?

A. I heard the splashing, or what I presume was the noise of the cake when it fell with a splash into the water; I heard the noise like as if it was a cake had tumbled off the larger piece into the water, and I got up and looked out at the time, in time to see the cake coming in the water, rolling over towards our boat.

Q. How many times did the cake of ice roll over before it hit against the side of the boat, could you say?

(Testimony of Mrs. Annie N. Casey.)

A. Oh, no; I didn't keep any account of that; I don't remember, but it was not very long before it came up to the boat.

Q. Well, how far away was this cake of ice from the boat when you first observed it?

A. Well, I could not be positive as to how far it was, but I should judge perhaps forty or fifty feet, or thereabouts; it was not very far from the boat—it was just floating along, coming towards the boat with a motion like the waves of the sea, you know.

Q. And what was the condition of the sea at the time as whether it was a calm sea or stormy, or how?

A. It was a very calm sea—a beautiful sunshiny day, and the sea was perfectly calm. [234]

Q. No storm or wind blowing or anything of that kind? A. No, sir, it was a most beautiful day.

Q. Now, Mrs. Casey, from what you observed, can you give the Court any idea as to the size of this cake of ice?

A. Well it was a pretty good-sized cake of ice; I remember that much.

Q. What would be its size compared with this table—which is about seven feet long—was it a larger cake than this table, do you think?

A. Yes, sir, I would say that it was a larger cake than this table would be.

Q. It was larger? A. Yes, it was.

Q. What would you say as to how large the cake of ice was above the water? How much of it was above the water?

A. Well, I don't know as to that; I should judge—



(Testimony of Mrs. Annie N. Casey.)

I don't think that very much of the cake was above the water at all. It was just like one of these cakes of ice out here, you know now. I don't think there is very much of the ice shows above the water—they are not very high above the water; the most of them is submerged.

Q. How much of it was, do you think?

A. Well, it possibly was eight or ten feet—perhaps something like that.

Q. How wide was the cake of ice, according to your best judgment?

A. Well, I don't remember just how wide it was. I remember it was about what I thought at the time—not measuring it or anything of that kind, of course, but I thought at the time it was possibly about eight or ten feet wide.

Q. You didn't go down and examine the damage that was [235] done to the ship? A. No, sir.

Q. How many voyages, Mrs. Casey, have you made on vessels between Seattle and Nome sailing on what is commonly known as the first trip?

A. I have made this sailing six, and this summer the same I have made in all fifteen trips—I have made fifteen trips altogether, of course.

Q. How many first trips have you made from Seattle up to Nome?

A. Six sailings on the first trips.

Q. What ships have you made them on, if you remember?

A. Well, I have made a trip on the "Roanoke," on the "Garonne," the "Victoria," "Senator,"



(Testimony of Mrs. Annie N. Casey.)

“Ohio,” and I believe I made a trip on the “Oregon,” but I am not sure about that now; I believe I made the first trip on the “Oregon.”

Q. During those voyages state whether or not on the first trip of those ships, as to whether you have always encountered more or less ice.

A. I have always seen ice on the first trip. There was once that we saw very little and we didn't have to go into it at all, but then there was some ice even on that trip.

Q. Well, I am asking you if, as a general rule, that the boats should encounter ice coming in, more or less, on the first voyage—on the first trip in the spring—if, as a general rule, the boats always encounter more or less ice on the first trips.

A. Always.

Q. Now, state on this particular voyage what Capt. Conradi did with reference to attempting to make the port of Nome. [236]

A. So far as I could see he didn't try at all; he didn't make any attempt whatever; on the contrary, he tried to go away from Nome.

Q. What did he do with reference to sailing his vessel and attempting to work along the edge of the ice to discover leads in the same to come on through to Nome?

A. He didn't do anything that I know of at all; he just anchored his boat out in the open water, and waited there—I don't know what for.

Q. I will ask you if you heard the testimony of Mr. Lawrence Kerr with reference to the vessel at

(Testimony of Mrs. Annie N. Casey.)

the time they were out there near to or off Sledge Island?     A. Yes, sir.

Q. State whether or not there were any other vessels in sight at that time.

A. I don't remember that there was any in sight at that time; I think that all the vessels had passed us before that time on their way up to Nome—that is as I remember; I may be mistaken. I can't remember now any more.

Q. Now, I refer to when you were off Sledge Island on the 17th of June?

A. Yes, I know; there were vessels off in the distance, but none that we spoke to or that spoke to us, as I remember it now,

Q. Well, off in the distance, I mean.

A. Yes, sir, there were vessels off in the distance.

Q. State whether or not you were in the ice pack at that time or whether you were in the open lead.

A. We were in open water.

Q. What was the apparent condition at that time with reference to coming in to Nome in the way of being in the ice ahead of you, or whether you were in the open water? [237]

A. I understood, and I believe we could have got in to Nome at that time; I don't know at that time that the captain attempted to get in at all.

Q. Now, I will ask you whether there was ice ahead of you or whether there was open water ahead of you.

A. Just the same as always—always it seemed that

(Testimony of Mrs. Annie N. Casey.)

there was open water; that we were not in any ice at all.

Q. How wide was this lead that you were in then?

A. Well, that I don't know; we were out in the open water, with the ocean ahead of us as far as I could see; you could not see anything else ahead or around us anywheres but the open water—there was open water everywhere from where we stood; that is all I can say.

Q. Now, what did the captain do at that point—did he make any effort on June 17th when you were off Sledge Island to bring his vessel into the port of Nome?

A. I don't just remember now; I guess he just remained there.

Q. Which way did he sail when he did sail from there?     A. He sailed south.

Q. South?     A. Yes, sir.

Q. Now, state whether or not in sailing south he followed the open lead or whether or not he encountered any ice.

A. No, sir; we were in the open water—in the open sea; I don't think that we encountered any ice at all—we just went right along.

Q. Now, Mrs. Casey, do you know where St. Lawrence Island is?

A. Well, yes, I know when we come to the island that is called St. Lawrence Island in the Pacific, or the Bering Sea—it is quite a large island. I know we were there on this voyage on the "Ohio" that summer. [238]

Q. How long were you on this voyage in the vicin-



(Testimony of Mrs. Annie N. Casey.)

ity of St. Lawrence Island, if you remember?

A. We were there quite a long time; I don't remember just exactly—I think we were there for quite a length of time. If I remember, two weeks or maybe three weeks, I know it was a long time we were around there.

Q. During those times how did the captain navigate the vessel with reference to any attempt to come in to Nome?

A. Well, he didn't try to come into Nome at all—he could have come in to Nome at any time if he had tried; but he didn't try at all.

Q. How much of the time, if any, did he lie at anchor?

A. Oh, I don't know; I can't tell you how long he would lie at anchor, because he was anchored so many times—he would move around for a little while and then he would anchor again there. Really, I couldn't state the numbers of times, but it was dozens and dozens of times he would anchor there.

Q. Do you recall when you went back to Dutch Harbor? A. Yes, sir.

Q. When did you arrive at Dutch Harbor?

A. We arrived there on the 3d of July about noon.

Q. How long did you remain there

A. Until the morning of the 4th—we left there early in the morning; I think sometime about four or five o'clock.

Q. Were there any other vessels at Dutch Harbor at that time?

(Testimony of Mrs. Annie N. Casey.)

A. The Revenue Cutter "McCulloch" was there at the time.

Q. Do you know whether at that time any additional provisions were taken on by the "Ohio" at Dutch Harbor?

A. There was some, I understood; there was a lot of this fish that the natives were catching there, off the docks, laying out there on the dock; they took on [239] quite a lot of that—that I saw them taking on; whether there was anything else I don't know.

Q. Now, when was that with reference to the time of your going back to Dutch Harbor that you were put upon two meals a day, before you went back to Dutch Harbor or afterward—when you were on two meals?

A. I think we were put on two meals a day before we went back to Dutch Harbor.

Q. Do you know whether or not on that voyage the master of the "Ohio" sold any of the ship's supplies to other vessels?

A. Yes, sir; I know that other vessels got supplies from the "Ohio"; I don't remember the dates they got any, but I saw them taking supplies off our boat and taking them in a small boat—a boatload of meats and cases of eggs and a good many cases of other goods. I don't know what was in the other cases.

Q. State whether or not they furnished other boats with eggs.

A. Yes, sir, I know they took off some cases of

(Testimony of Mrs. Annie N. Casey.)

eggs and other case goods—there was boatloads of other provisions.

Q. You know that they furnished other boats with cases of eggs?     A. Yes, sir.

Q. What ship did the “Ohio” furnish with provisions, if you know?

A. I am pretty sure that she furnished the “Transit” for one; I don’t know if there were others or not, but I am pretty sure about the “Transit.”

Q. State whether or not that was before or after you had gone back to Dutch Harbor.

A. Before we went to Dutch Harbor. [240]

Q. Now, when you left Dutch Harbor how far did you proceed—how many days had you proceeded to sea before you made anchor again?

A. Before we went to anchor?

Q. Yes.

A. We went to anchor that same day—the day of the 4th, if I remember right. I would not be sure, but that is what I think, that he went to anchor on the day of the 4th of Juny. We left Dutch Harbor very early, and anchored again that same afternoon, I am pretty sure.

Q. Where was the “MacCollouch”?

A. We left the “McColluch” at Dutch Harbor—we expected to leave her at four o’clock that afternoon—that was the expectation that we should leave at four o’clock. *T* The captain of the “MvCollouch” was over to our boat—he lay at anchor a little ways out from Dutch Harbor, you know, and we waited for the captain to come over to our boat, which



(Testimony of Mrs. Annie N. Casey.)

he did, and we left Dutch Harbor at that time with the understanding that we should proceed directly to Nome; that the other boats had made Nome all right and some of them were back on *t* their second voyage, and it was the understanding that we would go direct to Nome at that time.

Q. Do you know whether or not the captain of the "Ohio" proceeded according to that arrangement?

A. No, sir; that was what we understood he was to do at the time, but I have understood since that he did not. We understood that the captain of the "McColloch" gave him his course—

Mr. FULLER.—I object to what was understood—

Q. Where did the captain of the "Ohio" proceed instead of coming according to the "McCulloch's" directions?

A. He went in the *opposit* direction. The "McCulloch" was [241] to meet the "Ohio" at four o'clock that afternoon—

Q. And where—do you know whether or not the captain of the "Ohio" proceeded to the rendezvous agreed upon?

A. No, sir, he did not. He went in the opposite direction in place of where he was to meet the "McCullouch."

Q. When did you next meet the "McCullouch" again?

A. On the morning of the 10th of July.

Q. And that was six days after the captain of the "Ohio" had gotten directions from the captain of the "McCulloch" to lie at anchor at a certain place?

(Testimony of Mrs. Annie N. Casey.)

A. Yes, sir.

Q. What other vessels did you see on the 10th?

A. The Revenue Cutter "Thetis."

Q. Did you hear any conversations between the captains of either of the revenue cutters, "Thetis" or the "McCulloch," and the captain of the "Ohio" when you met on the morning of the 10th of July?

A. Yes, I heard the captain of the "McCulloch" when he first spoke to the "Ohio."

Q. What was said at that time?

A. I heard the captain of the Revenue Cutter "McCulloch" say to the captain of the "Ohio," "where in the — he had been?" using a little stronger language than that, and said to the captain of the "Ohio" "that he had laid around off the island for three days waiting for him."

Q. And what did Capt. Conradi answer?

A. I don't remember just what he answered—I don't remember for certain that he answered at all. He didn't seem to want to have any more conversation with the captain of the "McCulloch" than he could help, or with either of the *captain*, but the captain continued to address him in pretty strong language, and he paid no attention to them, and then he went in off the deck [242] and I didn't hear anything more that was said at the time.

Q. At that point, let me ask you—state whether or not you were in the fog at the time—do you know anything about being in the fog at that place?

A. Yes, sir, we were in the fog there.

Q. Was that after you were in the fog?



(Testimony of Mrs. Annie N. Casey.)

A. I don't remember—I remember that we were in the fog all night the night of the 9th until early in the morning of the 10th we had been in the fog, but at this particular time I don't just recollect whether we were still in the fog or where the fog had rose—

Q. During that fog, state whether or not there had been any other vessels laying at anchor near you.

A. Yes, sir, there was the revenue cutters.

Q. State whether or not you heard the signals from the other boats, being the blowing of whistles or the ringing of bells or otherwise, while lying at anchor during this time.

A. Yes, sir, I heard the whistles from the other boats all during the night of the 9th.

Q. State whether or not the captain of the "Ohio" answered those signals.

A. No, sir, he did not.

Q. Now, how close were you to the "McCulloch" and the "Thetis" when the fog lifted in the morning of the 10th?

A. The "McCulloch" was right over here (indicating)—we were very close—we were so close that I recognized the officers on board.

Q. That is so that you could distinguish them?

A. Yes, sir.

Q. And how far were you from the "Thetis"?  
[243]

A. Well, I don't know that I looked for the "Thetis" at that time; I think the "Thetis" was around the bend when I first went on deck, and she came into sight soon after—when she came into sight



(Testimony of Mrs. Annie N. Casey.)

she was—the “Thetis” was over towards the other end of our boat, over here (indicating), but she was a very short distance away.

Q. I will ask you to state whether or not during any time during this voyage the captain of the “Ohio” said anything in your presence with reference to returning to Seattle.

A. Yes, sir, he did. The night before we were captured by the revenue cutters the captain had said that if conditions did not change by the morning he was going back to Seattle—going back to Dutch Harbor and he would there get provisions enough—that he would only have provisions enough to go to Dutch Harbor, and that there he would get provisions and he would then sail for Seattle.

Q. Did he give any reasons why he intended to do that?

A. No, I don’t know that he did. The morning previous, I suppose, if what he had reference to when he could not find what he was looking for to come in to Nome on account of the place being fallen in and destroyed by the earthquake and all of that kind of business that he was talking to the passengers at all times on the ship, you know.

Q. No, I don’t know—what kind of business do you have reference to?

A. Oh, he was talking all the time, telling us all the time that he could not come in to Nome on account of Nome being visited by an earthquake.

Q. Nome?      A. Yes, sure. [244]

Q. When did he say that?

(Testimony of Mrs. Annie N. Casey.)

A. Why, the night before we were captured that time by the revenue cutters he said that—only that time, again; he had said it all along, before that for some time that there had been a great earthquake and that was the reason the marks were all so changed and he couldn't find his way in.

Q. What did he say about Nome?

A. That Nome was in the plane of a great earthquake—

Q. What did he say with regard to Nome being in the plane of an earthquake?

A. He said there had been a great earthquake—

Mr. FULLER.—That is objected to as irrelevant and incompetent—there is nothing in the libel about any earthquake, and this is irrelevant testimony.

The COURT.—Overruled.

Q. What did he say about that?

A. Well, he said there had been an earthquake at Nome; that Nome had been all shaken up; that he could not do anything on account of the ice was so great, and that was why he could not proceed on his voyage.

Q. Now, what was done with reference to the revenue cutters *bring* the ship "Ohio" in after they discovered you on the morning of the 10th?

A. Captain Conradi towed along astern of the "Thetis" that afternoon and held a conversation there, and when he came back to the boat he and Captain Henderson of the "McCulloch" went and hailed the captain of the "Thetis" and they came on board the "Ohio," the captains of the "McCulloch" and



(Testimony of Mrs. Annie N. Casey.)

the "Thetis," both of them, and they said, "Now, you get ready to move on into Nome; you are going right through to Nome." And so we did. The captain got up his anchor and we steamed up and [245] came right on through to Nome—we followed the "Thetis" right in to Nome.

Q. Did you hear any conversation between Captain Henderson of the "McCulloch" and Captain Conradi of the "Ohio" with reference to the revenue cutter taking the mail and passengers off if Conradi failed to come through to Nome?

A. No, I didn't hear that conversation; I heard the general rumors to that effect, but I didn't hear then speaking about it myself.

Q. Did you see Mail Inspector McManus aboard the "Ohio"?

A. No, I did not; Mr. McManus was on board the "Thetis," I know; I didn't see him aboard the "Ohio"; I think he was on the "Thetis."

Q. State what the actual condition of the ice was in Bering Sea when you came on through.

A. When we followed the "Thetis" in?

Q. Yes.

A. Something similar to what it had been other years when I came through—there was less at that time, I think, than I had seen previous years; it was a month later, you know.

Q. State whether or not the vessel had to buck any ice in getting through the leads that you came through in getting in to Nome at that time.

A. No, sir, the ice was all broken up; she came



(Testimony of Mrs. Annie N. Casey.)

right through without any trouble.

Q. State whether or not the "Thetis" had to buck any ice ahead of you in order to bring you in.

A. No, sir; it did not, because the ice was all broken up into small cakes and slush ice, and there was no reason whatever why we could not come right on through; on each side of the vessel you could see the ice in small cakes, as we came along. [246]

Q. What has been the usual sailing time between the port of Seattle and the port of Nome on those boats that you came in on the first trips?

A. I have always left Seattle on the 1st of June with the exception of one time, when I left on the 2d.

Q. How long did it ordinarily take you to make the trip, on the first trip of the boats?

A. Well, I have got here about—always about the same time—about the 12th of the month; in fact, I think it was a few days shorter than that once, but it was always rather around the 12th of June we arrived here—

Q. Just state the number of days, ordinarily.

A. Well, about the 12th of June—I was out later than that one time, I believe, and one time not so late, but it has always been about that time—the 12th is about what we figure on, to be in Nome about the 12th of June, around there.

Q. Now, what is your business in Nome, Mrs. Casey, and what was it at that time, in 1908?

A. I keep the California Lodging-house.

Q. How long have you maintained that place?

A. Since '99.

(Testimony of Mrs. Annie N. Casey.)

Q. What arrangements, if any, had you made to have your house open for the reception of the passengers on the first fleet of boats that year?

A. I always leave instructions with my agent to have the house prepared and ready for the people wanting rooms as soon as they arrive here.

Q. How many beds have you in your house?

A. I had forty-one.

Q. What was your rate of charges per bed per night for that year, 1908?      A. Fifty cents a bed.  
[247]

Mr. FULLER.—I object to this as immaterial and not within the issues. There is no allegations for special damages.

The COURT.—Objection overruled. The question is already answered.

Q. What do you customarily make or did you customarily make during those years, per day, in the operation of your lodging-house?

Mr. FULLER.—That is objected to as incompetent testimony, and attempting to prove what her damages would be for this time without showing that she knows what conditions were for this particular month in 1908.

The COURT.—Confine your question to this particular year, 1908, and find out if she knows about that time.

Q. State whether or not your lodging-house was open for that year.

A. No, sir; it would not be opened until I arrived. It could not be opened until I arrived myself.



(Testimony of Mrs. Annie N. Casey.)

Q. State what you were damaged by reason of the failure to arrive in Nome and being *caopable* to have your lodging-house open for business on the arrival of the first fleet of boats.

Mr. FULLER.—That is objected to as incompetent testimony, besides there is no allegation in the libel for any special damages. Also, it is not shown that she is qualified to testify for that particular period, when she was not here.

The COURT.—I don't think you had better ask in this wholesale manner, what her damages would be—better find out what her business usually [248] amounted to, per day, or night, and then figure from that. Objection sustained.

Q. What did you charge per bed, per night during that year?

Mr. FULLER.—I renew my objection.

The COURT.—Objection overruled.

A. Fifty cents a night.

Q. State whether or not the year previous, during the early spring, say from *July* 15th to July 11th, you had been able to keep your lodging-house occupied?

Mr. FULLER.—I make the same objection to all this testimony; that it is incompetent testimony.

The COURT.—Objection overruled.

Q. For the year prior, was you or was you not able to keep your lodging-house occupied for the earlier spring months, after the arrival of the first run of boats?

Mr. FULLER.—Same objection.



(Testimony of Mrs. Annie N. Casey.)

The COURT.—Overruled.

A. I have always been able to keep my lodging-house filled, always, for that part of the year, and for all of the summer, for that matter.

Q. State whether or not you were able to keep your lodging-house filled the next year, say from June 15th to July 18th, during those times?

Mr. FULLER.—Same objection.

The COURT.—Same ruling.

A. Yes, sir, my house was full all the time.

Q. I believe you stated that your charged were fifty cents per night?

A. Yes, sir. My profits were about fifty cents per night, as I did all my own work— [249]

Mr. FULLER.—That is objected to as immaterial and irrelevant, not within the issues.

(No ruling.)

Q. Now, what class of customers do you usually have at your place of business, Mrs. Casey?

A. Miners.

Q. How much were you damaged by virtue and on account of the steamship “Ohio” failing to arrive in the due and ordinary course of sailing time this trip?

Mr. FULLER.—Objected to as incompetent, immaterial and calling for the conclusion of the witness and no foundation laid for such testimony. It is calling merely for a matter of opinion.

The COURT.—I think we can make the computation.

(Objection sustained.)

Q. How much did you clear, or would you have

(Testimony of Mrs. Annie N. Casey.)

cleared, per day from your lodging-house, had you been able to arrive in Nome on the steamship "Ohio" in the ordinary sailing time?

Mr. FULLER.—That is objected to as incompetent testimony, and calling for information which can not possibly be given.

The COURT.—I think you had better find out how much expense there was connected with the running of this *business*, the amount of supplies necessary, and so forth.

Q. What was the expense of running your place of *business* during this time, say, per day or per night?

A. Well, it was close to nothing—

Q. Well, ordinarily how much expense did you have in operating your lodging-house—do you own the building yourself, Mrs. Casey?

A. Yes, sir, I own the building. [250]

Q. You owned the furniture, too?

A. Yes, sir, I owned the furniture, also.

Q. State whether or not you were compelled to hire any help in the running of your lodging-house.

A. No, sir, I done my own work.

Q. Now, what would your receipts be from these forty-one beds per day or per night, for that season of the year?

Mr. FULLER.—Same objection.

The COURT.—Same ruling.

A. At least four bits per bed—fifty cents per bed, because some of my lodgers slept during the day and some during the night, part of the time, and I would have double from them at those times. At

(Testimony of Mrs. Annie N. Casey.)

least fifty cents per day from all the beds.

Q. Mrs. Casey, are you acquainted with Mrs. M. Cather, one of the libelants in this case?

A. Yes, sir.

Q. How long have you known her?

A. I think I first saw her in 1908.

Q. Do you know whether or not she was one of the passengers on this voyage?

A. Yes, sir, she was.

Q. First or second-class?      A. First.

Q. Do you know what stock, if any, she brought to Nome on that voyage?

A. She had a stock of millinery.

Q. State whether or not you have had any experience with stocks of millinery.

A. I have seen many.

Q. Have you handled millinery?      A. Yes, sir.

Q. Do you know—I will ask you if you ever examined the stock of millinery that Mrs. McCather brought to Nome [251] that year?

A. Yes, sir, I looked it all over.

Q. And what kind of stock did she have?

A. She had a very fine stock, indeed. I should judge one of the finest stocks of millinery that ever came to Nome—one of the best I ever saw in Nome, anyway.

Q. How long have you lived in Nome?

A. Since '99 I came in here.

Q. Have lived here continuously during that time?

A. Well, I have been out a number of times, several winters.



(Testimony of Mrs. Annie N. Casey.)

Q. Well, during the summer seasons?

A. I have been here every summer season during that time except one season I was outside for six weeks.

Q. State to the Court what the line of millinery brought to Nome by Mrs. Cather consisted of.

A. Well, a regular line of millinery—hats, trimmings—flowers and feathers, and trimmings of all sorts.

Q. What, if anything, do you say with regard to the grade of hats that were brought in by this lady—were they summer hats or fall or winter hats?

A. They were the spring of 1908 hats.

Q. And what was the value of those hats, if you know?

A. Well, some of them were very expensive—some of them were as high as a hundred and twenty-five dollars apiece while others were cheaper, of course; it was a very good, first-class stock.

Q. I will ask you if that stock was unpacked in Nome, and whether you made an examination of the stock.

A. I did.

Q. I will ask you if you afterward secured some of that stock, or if it was turned over to you.

A. I did.

Q. I will ask you in a general way what the value of [252] that stock of millinery was that was brought to Nome by Mrs. McCather that spring? Do you know—that is the inquiry, first, whether or not you know.

A. Yes, sir, I know in a general way.

(Testimony of Mrs. Annie N. Casey.)

Mr. FULLER.—I will ask the Court to be *allowed ask* the witness some questions as to her qualifications to state the value of this stock.

The COURT.—Proceed.

(By Mr. FULLER.)

Q. You are a milliner?

A. I have had some experience; yes.

Q. Here in Nome?

A. Yes, and outside, also. I learned the business outside; I haven't had much experience since I have lived here in Nome, but I have some of the stock that she left here with me to sell for her, up in my house, now—well, some that I bought from her to sell, myself; some of it I have sold and some of it I have still, on hands.

Q. How long before 1908 had you been in the business of buying and selling millinery in Nome?

A. Well, I would not say that I had been in the business of buying and selling at all since I have been here in Nome, but I have had a good deal of experience in her place, after she got here, and with some of her goods.

Q. Have you had any experience in the buying or selling of goods on the outside?

A. No, only in selling them for other parties; I bought them myself.

Q. Well, you had no experience in buying these goods outside, had you? A. No, sir.

Q. You don't know anything about the original cost of these goods? [253]

A. No, I could not say as to that.

(Testimony of Mrs. Annie N. Casey.)

Mr. FULLER.—If the Court please, I don't think the witness has shown herself qualified to testify to the value of this stock, and I object to the question propounded by Mr. Scofield being answered.

(By Mr. SCHOFIELD.)

Q. Do you know what the value of millinery has been here in Nome in the spring of the year?

A. Merely that it was higher here then—I know that all kinds of goods—that they always are, and especially milinery.

Mr. FULLER.—I move to strike out the answer as not responsive to the question.

The COURT.—Motion denied.

Q. What was the value of this stock at Nome selling prices had it arrived in Nome on or about the 15th or 20th of June, 1908?

Mr. FULLER.—The question is objected to on the grounds that it is incompetent, and the witness has not shown herself qualified to answer the question, and certainly it should not be received under the pleadings.

The COURT.—I think she could answer approximately what the value of the stock of goods was especially that portion of it that was assigned to her. Objection overruled.

Q. What would that stock have been worth here in Nome had it arrived in Nome on or about the 15th to the 20th of June, 1908?

A. I think it would have been worth about five or six thousand dollars if it could have been disposed of in time, but when it did arrive, all milinery was



(Testimony of Mrs. Annie N. Casey.)

[254] knocked down at all the stores, and she could not sell her stock for any price at all, it was so late.

Q. Do you know of any other sales of millinery having taken place in Nome prior to her arrival here that season?

A. Well, the Ames Mercantile had millinery goods here that spring, and they had just marked them down away below cost when she came, and Madame Tiery, I believe, was here and had her stock disposed of, and soon as Mrs. Cather arrived here they all cut their prices down again, and left her nothing to do—Mme. Tiery, I believe had disposed of her stock and was reshipping the remainder outside again—if I recollect right that year—

Q. Do you know what boat Mme. Tiery came to Nome on?

A. No, I don't know what boat she arrived on.

Q. Do you know whether or not she reshipped her stock from Nome?

A. Yes, as I said I believe she did that spring.

Q. What became of this Mrs. Cather's stock?

A. Well, she took part of it—the biggest part of it back with her to the outside, and part of it she left with me.

Q. I will ask you if you had occasion to purchase anything from her after her arrival here, and after she had opened up her place of business in Nome, any portion of her millinery?

A. Yes, sir; I purchased a hat and she fixed up a hat for me also.

Q. What price did *you* have to pay for your hat in

(Testimony of Mrs. Annie N. Casey.)

comparison to the price you would have paid had you bought it earlier in the season?

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial testimony, and [255] not based upon any competent testimony, particularly as to the value of any particular sales that were made. That would be no basis for the sales of the entire or any other part of the stock.

Mr. SCHOFIELD.—I will withdraw that question.

Q. To what extent, if any, did this stock depreciate by reason of its not having been in Nome for the opening of the spring trade, to wit, on or about the 15th of June, 1908?

Mr. FULLER.—Objected to as incompetent. This witness would not be qualified because she don't know the original value of the stock, and this cannot be within her knowledge of what the stock would have been worth at that time.

The COURT.—She might know of some sales.

Mr. FULLER.—It would simply then be her testimony of what particular sales she knows of herself, and the rest would be simply hearsay testimony. The testimony is incompetent for that reason.

The COURT.—Objection overruled.

Q. Do you know how much that stock had depreciated by virtue of not having arrived in Nome at the opening of the Nome market, say on or about between the 15th and 20th of June, 1908?

A. Well, the other stores were all selling out—

Mr. FULLER.—I desire to interpose the same objection.

(Testimony of Mrs. Annie N. Casey.)

The COURT.—Same ruling.

A. Well, the other stores were all marked down to half price—

The COURT.—I didn't hear the answer—

A. I do not think that hers would be worth any more. [256]

The COURT.—Repeat your answer; I didn't hear it.

A. I said that the other stores in the town were selling at half price, knocked down to have and less than half price when she came here—I remember the Mutual Mercantile, that used to be the Ames Mercantile, in particular were having marked down price sales—and hats were being sold off there for five dollars that would be worth twelve and fifteen dollars on the opening of the season, and from that you can judge that there was not much for this lady to do with her stock—she just couldn't sell it at all because everybody had got their spring hats when she arrived, and there was no demand at all for them—

Mr. FULLER.—If the Court please, I move to strike out this answer of the witness as not responsive to the question. The question was if she knew how much the stock had depreciated—

The COURT.—Well, what others were doing with the same kind of stocks is some criterion, of course. Motion denied.

Q. Now, Mrs. Casey, I will ask you *I will ask you* what the depreciation actually would be in ladies' spring hats, out of season, brought in in the middle of July.



(Testimony of Mrs. Annie N. Casey.)

Mr. FULLER.—Same objection.

The COURT.—Objection overruled.

A. Well, they would not be worth anything to me.

Q. What is the depreciation in *that* class of goods ordinarily, that is, as to all other ladies—considering that they were spring styles of hats and this was in the middle of July—what is the depreciation? is it or is it not more than in other classes of merchandise?

A. Yes, sir, it is, considerably more. [257]

Q. If it had been on the market in time, and if it did not arrive until after the market was closed, practically for that class of merchandise?

Mr. FULLER.—That is objected to as incompetent, and no foundation having been laid for this witness' testimony.

The COURT.—Objection overruled.

A. Well, it would depreciate a great deal, because no lady would be wanting to buy any of last season's hats, you know—I do not think it could be sold for anything—any way, if it was sold at all it would have to be very cheap. No lady would be wanting to wear a last season's hat, you know.

Q. Now, what finally became of this stock of goods?

A. She took some of it back outside with her and some of it she left with me.

Q. State whether or not the portion of the stock that she left with you *as* ever been saleable stock.

A. No, sir.

Q. State whether or not that stock is still in Nome.

(Testimony of Mrs. Annie N. Casey.)

A. Well, I can say that I couldn't even give away the part that I have—I could not sell it—perhaps I have a portion of it yet. Some of it I have *managed* sell or almost give away a very small portion of it.

Q. State whether or not you have been able to dispose of the portion of this stock that was turned over to you.

A. No, sir, I don't think that I ever have sold three hats in all—I could not sell any of them at all I have offered to sell them for anything I could get for them—any price at all, but I have not been able to sell them at all.

Q. What prices have you received for those particular hats that you have sold with reference to their true [258] *value of hats were could they have been sold upon the Nome spring market in 1908?*

Mr. FULLER.—That is objected to as incompetent.

The COURT.—Objection overruled.

A. I sold one hat for ten dollars that would have brought at least twenty-five dollars.

Q. Where is that stock now?

A. I really don't know where that stock is now—I haven't kept track of it for a year or so.

Q. How long did you keep it?

A. I kept it until I was going out the next fall—I kept it for about a year.

Q. For one year?      A. Yes.

Q. Do you know whether or not Mrs. Cather paid first-class passage?

(Testimony of Mrs. Annie N. Casey.)

A. Yes, sir; she was in my stateroom.

Mr. SCHOFIELD.—You may cross-examine the witness. [259]

Cross-examined.

(By Mr. FULLER.)

Q. Did you open a milinery store after you got this stock of goods?

A. Yes, sir; I had it down at my place, and advertised it from there.

Q. Well, did you have a regular shop window displaying it?

A. Well, I had it on one of my own tables.

Q. On the second floor? A. Yes, sir.

Q. You never had any regular store, any regular milinery store? A. No, sir; I did not.

Q. The only effort you made to sell this stock of goods was from your own place or office of your lodging-house, on the second floor?

A. Yes, and advertising the selling of it from there.

Q. Your lodging-house, forty-one rooms, I believe, you said you had?

A. Oh, no; forty-one beds, I said.

Q. Forty-one beds? A. Yes.

Q. And you say that that was all clear *rp*ofit, fifty cents a piece, was it?

A. Well, at that time of the year it was, because many of them slept during the daytime, and many others slept during the night, and I had no expense at all in running the place, because I done all my own work, and so that was all clear, at that time of the year.



(Testimony of Mrs. Annie N. Casey.)

Q. You kind of think that you would have done that that year?

A. I feel very positive that I would have done that that year, too.

Q. Of course, you don't know what you would have done—of course, you cannot know that, positively?  
[260]

A. Well, I am pretty sure of it, because I have had the same class of men stopping in my house for years before that, and since that, ever since I have been in the country—they have always come to my house when they first arrived in the town, and they, of course, have always filled my house up, and I know when I came in that summer they had all found rooms elsewhere.

Q. Did you open your house that year?

A. Yes, I opened it when I came in.

Q. I understood you it was opened by your agent when you came in—before you came in?

A. If you understood that, you understood wrong, because that is not the case; I opened it when I came in, myself. I do not think I said that it was opened before I came in, at all; I opened it myself, later on.

Q. Didn't you say in answer to Mr. Scofield before that you started up on the 10th of June?

A. The 10th of July.

Q. Now, at the time you came in to Nome did you see any ice out here in Bering Sea, after you started in on the 10th of July?

A. On the 10th of July—when we started in from where the revenue cutter captured us?

(Testimony of Mrs. Annie N. Casey.)

Q. Yes.

A. No, sir, there was no ice to speak of, except this beoken up ice—it was this slush ice that was along the coast; nothing to cause us any danger at all; we came through it very easily, nothing to cause any danger or uneasiness at all.

Q. How near along the coast was it, or how thick along the coast?

A. Oh, I didn't pay very much attention to that; I knew that we were coming in then and felt all right and I [261] paid no more attention to the ice or anything except that I knew we were surely on our way in.

Q. You knew that there was ice out there?

A. I knew it in a general way that it was out there along the coast—there were some cakes of ice in the water, I knew, but they were all broken up and moving along with the water.

Q. Floating in cakes?      A. Yes, sir.

Q. How big were the cakes?

A. I do not know that.

Q. How much were they above the water?

A. I do not know that; I didn't measure them.

Q. Well, how large were they—you saw them? you were coming through these cakes of ice, so you must have some idea of the size of them, haven't you?

A. Well, I paid no particular attention to them, but some of them I know were quite large—some as large as this table, perhaps, and some smaller—some perhaps larger, and again there was broken up ice where it was all accumulated together, large and small, together.

(Testimony of Mrs. Annie N. Casey.)

Q. How long were you coming in here from Seattle in 1907?

A. I don't remember the number of days, exactly, in 1907—how many days we were.

Q. How long were you in 1906, do you remember?

A. No, I don't remember any of the different years the exact number of days, but I know I have come in here always about the 12th, most all of the times. Except one of the times that I remember it was longer it took us to come in, but I don't remember what year it was now.

Q. You know, however, that none of the first boats didn't get in here that year, in 1908, until long after the 12th, don't you? [262]

A. Yes, I know they didn't get in all of them that year—

Q. And you also know that the first boats don't always get in until after the 12th, a good many years, don't you?

A. Yes, I know that they don't always get in here as early as the 12th, but I know that they always get in a few days after the 12th, any way.

Q. Well, you know other years than the year you didn't get in on the 12th, that they didn't get in as early as the 12th.

A. Yes, but they always get in a few days thereafter.

Q. That is, some of them do?

A. Well, all except the "Ohio"—

Q. But you also know that in other years the "Ohio" has got in here as early as any of the other



(Testimony of Mrs. Annie N. Casey.)

boats, don't you?     A. Yes, sir.

Q. And you have known other vessels as late as the "Ohio"?     A. No, sir, I do not.

Q. And that they have been out a much longer time than the "Ohio"?

A. Well, I would not say that there were not others that was out any longer than the "Ohio."

Q. You have known of that fact, however, have you not?

A. I do not know that any boat was out longer than the "Ohio"; I don't know of my own knowledge that they were out longer than the "Ohio."

Q. Don't you remember the year that the "Jeanie" was so long getting in here—you remember that, do you not, when the "Bear" went out in search of her—you remember that—the "Jeanie" and the "Portland"?

A. Well, that may be, but I would not like to swear that she was out longer, because I did not pay any particular attention to the dates, you know—no special [263] attention, you know, and I could not swear on oath what time the "Jeanie" got in. I remember there were fears for her, all right, and that she was in the ice, too, I heard, when they found her. Otherwise, I was paying no special attention, you know, and forget the dates, only that the "Jeanie" and "Portland" were out.

Q. Just want to forget that now, do you—I just asked *ou* if you remembered it. I didn't ask you when it was she came in.

A. No, I remember that the "Jeanie" was out in the

(Testimony of Mrs. Annie N. Casey.)

ice in Bering Sea at one time, but that is all I do remember—I do not remember how long she was out.

Q. Well, don't you remember that the "Jeanie" left Seattle some time in April, and that she didn't get in here until that fall?

A. No, I do not remember those dates at all.

Q. You don't remember that?

A. Oh, yes, but I do not remember the dates at all.

Q. Now, what reasons have you for saying that the "Ohio" tried to keep away from the ice?

A. I had reasons when I say that he did, from what I saw, for I saw that he did. And I had no reason to believe that he tried to find a passage, to get in here on time, or made any attempts at all. He seemed to lay out there, all the time, in the water, and didn't seem to make any efforts, at all, so far as I know. Of course, we were all very anxious to get in, and we paid particular attention to the way he was acting, and we was always anxious whether he was going to get in at all or not, and we was on the look out, those of us that had been here before—

Q. Do you know whether he could have got in if he had been looking for the ice?

A. I believe that he could, yes, sir. [264]

Q. Do you know whether he could or not?

A. I only know from the fact that the other boats got in.

Q. You also know that the others got in with their vessels damaged, do you not?

A. No, sir, I do not know anything about that, at all.

(Testimony of Mrs. Annie N. Casey.)

Q. Now, you said that other boats purchased supplies from the "Ohio's" stores, on that voyage?

Mr. SCHOFIELD.—That is objected to as assuming something that there is no evidence of as yet, that other boats—

The COURT.—The witness has already testified that she *kne* of no other vessels besides the "Transit."

Mr. SCHOFIELD.—The witness testified that they gave provisions—I do not think, *you* Honor, that she has testified that they purchased supplies; she knows nothing about that.

The WITNESS.—I can't remember what others—

Q. Well, did you ever hear of any others?

A. No, I can't testify as to that—

Q. You know, however, that the "Transit" got supplies from the "Ohio"?

A. I remember seeing boat loads of meats and goods going over, I believe, it was to the "Transit."

Q. You did see some meat going over to the "Transit"?

A. Yes, sir, and some cases of goods, I believe to the "Transit" and other boats, to my recollection, but I do not recall the name of the other boats.

Q. What else did you see going?

A. Well, that was all that I particularly noticed.

Q. Did you see any flour go over to the "Transit"?

A. I don't remember that. [265]

Q. But you did see some other meats and provisions?

A. I saw meat and cases of goods—I didn't watch the stuff, you know.



(Testimony of Mrs. Annie N. Casey.)

Q. When was that?

A. When we was out here in the open water, before we went to Dutch Harbor.

Q. How long before?

A. I don't remember how many days before we went, but it was some time before—I have no idea just how long it was.

Q. It was quite a long time before, however?

A. Yes, it was quite a good many days before.

Q. Well, there was plenty of provisions on the boat for some days after that, was there not, on the "Ohio"?

A. Well, I don't remember just how long it was before the provisions gave out, how long previous it was, but it was not at that time—at that particular time, I do not believe.

Q. You had three meals a day until what time before that?

A. It was about a week before we went to Dutch Harbor, I believe.

Q. And then you had only two?      A. Two.

Q. And then you had only crackers instead of bread?

A. Crackers—crackers—that was all I could see—crackers and hard tack. They had hard tack bread at one time, but I forget just when it was. I presume it was about the time we were leaving for Dutch Harbor, because people could not help themselves, but I hoped to forget it—I have tried to—I never wanted to hear tell of it again.

Q. Well, after trying to forget it for three years'

(Testimony of Mrs. Annie N. Casey.)

time, then your recollection is not very distinct, is it? [266]

A. Yes, sir, if I live for a hundred years I know I never will be able to forget that hard crackers for bread and the hard tack.

Q. Well, there is just as much nourishment in them as there is in bread, is there not?

A. Well, that I could not tell you.

Q. Well, if you did not eat them—

A. No, I did not eat them—I did not like them—

Q. You did not eat them at all, then?

A. Well, very little of them.

Q. There was plenty of hard tack, was there not, and crackers?

A. YYou never could tell that by me, Judge. I got all of them I wanted, because I didn't want any.

Q. Now, when you were at Sledge Island on the 17th or 18th of June, you could see land ahead of you, you say? A. Yes, sir, we could see land.

Q. Was there any obstruction at all between you and the land, do you know?

A. There was not—you mean previous to the time we were coming in?

Q. No, when you were near there on the 17th or 18th of June? You could see the surface of the land out ahead of you, but could you see the surface of the *w* water so as to tell whether there was ice packs ahead of you and between you and the shore?

A. You could not see all the space between—

Q. Well, now, is it not a fact that you do not know whether it was the surface of the land at the coast

(Testimony of Mrs. Annie N. Casey.)

that you saw, but that you saw the mountains back of the coast?

A. Of course, you can see the mountains—

Q. Is it not a fact that *you* can see the mountains long before you can see the shore?

A. Yes, sir, of course. [267]

Q. And *it is* not also a fact that there may have been large floes of ice in between the vessel and the shore which you could not see?

A. It might have been, but so far as we could see ahead of us we was in clear water.

Q. Well, you were in the open water at the time, you say?

A. Yes, sir, we were in the open water; the boat was, I know that.

Q. But so far as you know there may have been large ice floes between you and the shore off Nome?

A. It might have been, but I should think we could see them in clear weather.

Q. You don't know whether there was or not?

A. No, sir.

Q. Only that it was open water where you were?

A. Yes, sir.

Mr. FULLER.—That is all. [268]

#### Redirect Examination.

(By Mr. SCHOFIELD.)

Q. You spoke about the “Jeanie” and the “Portland.” Now, is it not a fact that at the time the “Jeanie” and the “Portland” didn't get in here on their ordinary sailing time was the time when they got caught in the ice of the Arctic Ocean and went



(Testimony of Mrs. Annie N. Casey.)

through the Straits with the Arctic Ocean ice?

A. I do not know anything about that now; I have heard the talk about it and I remember when they did not get in, and there was so much talk about it, but just what I have heard others speaking about it, at the time, is all I know about it.

Q. Well, you do recollect that they were caught in the Arctic Ocean ice, do you not?

A. Yes, I recollect that they were.

Q. And you recollect about the great talk there was for their safety, and the talk about them going through the Straits?

A. Yes, I remember there was considerable talk about it that they would never get back again, but I do not know anything about it for sure, only what I heard others talking about it, the general talk there was around the town, and that was what I understood—that they were lost in the Arctic Ocean.

Mr. SCHOFIELD.—That is all.

Mr. FULLER.—That is all.

(Witness excused.) [269]

**[Testimony of Hugh Beveridge, for Libelants.]**

Mr. HUGH BEVERIDGE, a witness on behalf of the libelants, having been duly sworn, testified as follows:

(By Mr. SCHOFIELD.)

Q. State your name.

A. Hugh Beveridge.

Q. Were you one of the passengers on the steamship "Ohio," leaving Seattle on the 1st of June, 1908, and arriving in the port of Nome July 11th, 1908?

(Testimony of Hugh Beveridge.)

A. Yes, sir.

Q. How much did you pay for your ticket?

A. I think, if I remember right it was thirty-five dollars.

Q. Do you recollect, Captain Beveridge, about the time you encountered the first ice on that voyage, after you came through the Pass?

A. Well, no, I don't remember just when we encountered ice, but I know we found ice more or less, a little ice all the way up to St. Lawrence Island, and at the Island we struck into the clear water again. Then for a while he would lay there at anchor, and then towards morning then he would heave up his anchor again, and skirt around the edge of the ice, skirt around and then he would come back again, and then the anchor would *he* hauled down again and we would lay there again at anchor, maybe, another twenty-four hours, or less. And then the next afternoon the captain would go through the same manœuvres again—heave up the anchor and skirt around again for *while*, and we done that for two weeks' time, regular, and never made the least headway on our voyage during the whole of that time, just laying around there in the clear water; I never could know what he meant by it, myself. And I've been to sea most all my life, too—

Q. Did you speak any vessels there at that place?

A. Well, I just disremember—it seems to me that we did meet one vessel that he gave some beef, and other [270] stuff to—

Q. What vessel was that?



(Testimony of Hugh Beveridge.)

A. Why, I just disremember the name right this minute—

Q. Was it the “Transit”—was that the name of it?

A. Well, I think it is but I wouldn't swear to the name—I don't just recollect now what the name of her was.

Q. How much beef did the captain give to that vessel?

A. Well, I could not just recollect how much he *he* let them have. I seen he let them have some beef, but I didn't pay any particular notice to how much it was.

Q. Did he let them have any provisions, do you recollect, besides the beef?

A. It seems to me that some eggs went aboard of her and some other case stuff.

Q. Do you remember any particular goods that went aboard the other vessel?

A. Well, no, I don't; I don't remember any particular stuff, what it was, except I recollect there **was** some beef, and I think there was some eggs, too, but I ain't going to be sure about that.

Q. You did not pay any particular attention to them?

A. No, I didn't pay any particular attention to it.

Q. Now, I will ask you if you remember on or about the 17th of June being at some point off Sledge Island, on this voyage?

A. Yes, I remember that.

Q. Now, state to the Court what the conditions were with reference to being in the open lead, or being in the ice pack, or getting out in the open.



(Testimony of Hugh Beveridge.)

A. Well, there was more or less loose ice, but he didn't have to pretend to buck the loose ice consequently all we had to do was to keep on sailing around and find our way in, but instead of that, he went back to our old sailing ground there off St. Lawrence Island [271] and anchored there again, and kept there.

Q. State whether or not you were in open water when you were off Sledge Island.

A. Well, I think it would have been an open lead, or something like that—it looked like that to me.

Q. What is your business, Captain?

A. Ship master for years, sir.

Q. For how long have you been a ship's master?

A. I have been twenty-five years master of wind jammers and big ships.

Q. Did you ever cruise in the Bering Sea?

A. Well, only since I have been up here—yes, I have been around the Bering Sea, up around the Aleutian Islands, and up here to Cape Prince of Wales.

Q. Did you ever come in while in charge of any ships that came into the ice?

A. Yes, I have. I have had charge of a ship in the ice.

Q. Now, if you did, I will ask you to state to the Court what conversations, if any, you had with Capt. Conradi as to the reason he did not come on in to Nome from Sledge Island.

A. No, sir, I never spoke to the man at all. The only conversation with him or him with me at all was

(Testimony of Hugh Beveridge.)

when he came down in the steerage, and when I told him I thought he was out of his latitude—he came down into the steerage and was blowing around to certain of the steerage passengers, and I said then that he was out of his latitude; that was all the time I ever spoke to the man at all.

Q. Now, after you left and went away from the vicinity of Sledge Island, which way did you go—which way did you leave, in what direction?

A. Well—

Q. (Interrupting.) Towards Nome, or away to the southward? [272]

A. Well, we went back out towards St. Lawrence Island, to our old place where we had anchored so long.

Q. How long did you remain at anchor there?

A. Well, it seems to me we anchored altogether eighty-nine times on that trip.

Q. Eighty-nine times? A. Yes, sir.

Q. Now, at the times that you were at anchorage, state whether or not it was on account of the ice conditions.

A. Well, no; I can't say that it was. She was in more or less loose ice—some pieces bigger than others, but it was all more or less getting broken up and rotten at that time.

Q. How long did you lie at anchorage in the vicinity of Sledge Island on account of the ice conditions alone? A. Well, let me see—at Sledge Island—

Q. (Interrupting.) At St. Lawrence Island, I should have said.

(Testimony of Hugh Beveridge.)

A. Well, I have an idea that we was around there for about two weeks—it was about two weeks—I should think it was, any way.

Q. What effort, Captain Beveridge, did Captain Conradi of the steamship “Ohio” make to bring his ship to Nome?

A. Well, he didn’t seem to me as though he made any effort; he could not make any in the manner that I saw he was doing. He would start out towards a lead, out in the ice, through the loose ice, and would go around about in a circle and come back and drop his anchor again, and lay there.

Q. And how long would he lie there then?

A. Well, then, as I say, he would lie there until towards the next morning; then do the same thing over again—we done that same thing over and over again for two weeks, I should judge. [273]

Q. Then where did you go?

A. Well, we went back to Dutch Harbor.

Q. What was the reason for going back to Dutch Harbor, if you know?

A. Well, I don’t know—it seemed to be a kind of a foolish arrangement to me—instead of looking for an opening to get in to Nome to go back to Dutch Harbor.

Q. Do you know whether or not any provisions were taken on at Dutch Harbor?

A. Well, I could not say as regards that; all I wanted was I thought she had better come on towards Nome, and had better come in to Nome—I was getting tired of staying aboard the boat so long—



(Testimony of Hugh Beveridge.)

Q. When did you arrive at Dutch Harbor again?

A. Well, it seems to me that we got there in one night, as near as I remember.

Q. Did you meet any ships at Dutch Harbor?

A. Yes, sir.

Q. What ship, if any, did you see there?

A. Well, I just disremember the names of the ships.

Q. Do you remember—would you recognize the names of the ships, do you think? Do you remember that you met the Revenue Cutter “McCulloch” there?

A. Well, yes, I think it was; I think it was the Government boat, the “McCulloch” that we saw there—I think it was.

Q. Where did you sail to from Dutch Harbor, at that time?

A. Well, we came back to our old fishing ground, off St. Lawrence Island—we came back there, if I remember right, and finally the revenue cutters picked us up.

Q. What revenue cutters?

A. Well, the “McCulloch” and the “Thetis,” I think it was.

Q. Did you hear any conversation between the captain of the “Thetis” and Captain Conradi with reference to why [274] he did not bring his ship in to Nome?

A. Well, yes, and he said—they had kind of a hot talk there—he hailed the old fellow and he *ways* he didn't see why he hadn't come in to Nome—and he didn't talk very nice to him, either. He called him

(Testimony of Hugh Beveridge.)

“an old sore head” and “an old fool,” and he says to him, “Where have you been these last four or five days”? And old Conradi he sings out “that he had been trying to get through the ice.” Then he ordered to come aboard, and sent a boat for him to come aboard and he went aboard, and then I don’t know what transpired—I think they ended up their talk aboard—and I don’t know how they made out; I didn’t hear the end of it, what happened after he went on board, anyhow; all I know is that when he ordered him *to went* on board.

Q. Now, I will ask you if you recollect lying in the fog at any point near St. Lawrence Island?

A. I know we was in fog several times.

Q. Do you know anything about any vessels signalling to the “Ohio,” and the “Ohio” making no responses, or anything of that kind?

A. Well, I never took any notice—they may have signalled but I didn’t take notice.

Q. You didn’t pay any attention to it?

A. No, I didn’t pay any attention to it.

Q. Now, Captain, during the time that you were put upon two meals a day, just state to the Court what class of food was furnished you down in the steerage.

A. Well, I will tell you, Judge, the food down there was bad, any way—bread and bacon, and when they cut us down to two meals a day, they gave us some meat and filled us up with some water, some salt junk and [275] some flour, and we used to make up what sailors call “skilligree,” and then we had some

(Testimony of Hugh Beveridge.)

hard tack, and that was about all.

Q. State whether or not you had any bread during that period.

A. Hard yack we had to eat, and then we had tea and coffee.

Q. What was the nature and character of the meat that was given you?      A. Well, the meat was bad.

Q. What do you mean by that?

A. Well, it was kind of turned green—I never used to eat much of that during that time; I used to go without food, rather than eat it.

Q. Well, you say *kit* was “turned green.” State what you mean, whether or not it was tainted.

A. Tainted; yes, sir.

Q. Did the meat give off an odor?

A. Yes, sir, some pretty bad smell to it, and a worse taste—pretty bad grub, Judge.

Q. I will ask you if you know anything about the ship being damaged by having one of her plates stove in?

A. Yes, that was when the water come into the steerage—

Q. What kind of a day was it when this happened, if you remember, Captain?

A. It was a fine day and the sun was shining.

Q. State whether or not there was any storm on the ocean at that time, or if the ocean was rough.

A. No, sir, it was perfectly smooth; there was some loose ice about the ship at the time.

Q. Was the ship under way or lying still?

A. The ship was lying still at the time—she was



(Testimony of Hugh Beveridge.)

anchored—just lying still—she had to lie still when she was at [276] anchor, you know. This was during one of the times when she was anchored out there, and everything was still, and there was a kind of a chunk of ice—a chunk about twenty feet long, I should suppose, came by and rolled up against the ship—

Q. (Interrupting.) Did you see it, Captain?

A. Yes, sir; I stood on the deck there and saw it—there was a piece of ice broke off another piece of ice that was a hundred feet away, I should judge, at the time—maybe, about twenty feet long and ten feet or something like that; it seemed to have kind of slaked off out there—maybe a hundred feet or so, and just slopped off this big piece of ice—it come off with a kind of a sound into the water, and when it broke off it went down under the water for a few seconds, you know, and when it came up again, pretty soon, it come along, after that, nearer to our ship's sides, and it just come along and hit the side of our boat about the water-line.

Q. Where did it strike the vessel?

A. Just midway between the beam on the starboard side.

Q. How near the water-line?

A. Well, right near the water-line, *so the least* so the least slop would slop in. Then, of course, with the rush I went down to see it, and looked at it.

Q. Now, just before getting to that, Captain—you say you say this cake of ice coming towards the vessel at the time, from the top of the deck?

(Testimony of Hugh Beveridge.)

A. Yes, sir; I was on deck at the time.

Q. You saw it when it broke off—

A. Yes, it slid off the chunk—I suppose this piece was about five feet high, and it just slid off and sunk, and then when it came up, then it was coming towards the ship—I wondered at the time why they—they didn't [277] run ahead a little, or back her up the least bit, or at least try to pick her up midway. I stood there looking at it, and the officers on deck stood looking at it with me when she broke away from this ice hummock a little ways off, when she just slid off this hummock and sunk, and then when she came up again she come towards our ship—you know.

Q. About twenty-five feet long, you say?

A. Well, I should judge so; yes, twenty or twenty-five feet.

Q. Now, I will ask you—you may state whether or not it made any particular jar to the vessel when struck.

A. Well, it did hit with a kind of a thump—that was all I heard, any way—just a kind of a thump against the side of her—

Q. Now, I will ask you if at that time you thought of any danger to the ship?

A. Why, no; I didn't think of any—I knew when I seen it break off, and if I could have reached out and pushed it off. It didn't look very big to me, at the time—and I didn't think there was going to be any danger at all—only thing the chief engineer went at it to stop the leak because the *the* men were going to work gathering together their bedding because the

(Testimony of Hugh Beveridge.)

water was coming in, so the only thing was, if it had got any time, it would have filled the steerage—so they got to work and stopped the leak all right.

Q. State whether or not it was sufficient to delay her on her voyage at all.

A. Well, yes, more or less it would because there was more or less of a hole in the side of her—you could stand right there and look at it.

Q. Where was it with reference to the floor of the deck steerage—of the steerage deck? [278]

A. It was not very far below there—I know I went down and looked at it.

Q. How close did you go to it?

A. Oh, I went—I was only about as far as from me to this table here—only about three feet, or something like that, I should say.

Q. How big a hole *was* it?

A. Well, the hole I know looked like a kind of a three-cornered arrangement—looked like it had been kind of pushed out, more from the top of the plate, where they are riveted into their place; looked to me like it was kind of pushed out, or gouged out for about, I should think, it was six inches or so, in a place that was kind of a three-cornered arrangement, like.

Q. Could you tell from looking at the hole in the *blade* whether the break went clear across the *thw* blade or not?

A. Well, it looked like that to me.

Q. What was the condition of the plate where you observed?



(Testimony of Hugh Beveridge.)

A. Well, it looked old, like—like old iron looks when it is old—looks like if you gave it a punch it would crumble off—looked old and rusty, more like an old iron pot, all rusted out.

Q. Now, with regard to the meals that were given to you on board the ship, during the time when you were on the short rations, state whether you secured enough provisions at that time, what you needed for food.

A. No, sir, they did not; I used to get hungry; I didn't get enough to eat. I didn't used to get enough there to eat in the day, and would go to my bunk hungry at night. It might have been enough to eat if the meat hadn't been spoiled and we could eat it, but I didn't get enough of what I could eat so I was pretty nearly [279] always hungry; it was the worst ever I saw.

Q. How long have you been to sea, Captain?

A. I went to sea in 1855.

Q. How long did you continue at sea—how many years have you been at sea?

A. Well, I went to sea in 1855 and until 1898, when I came up to this country, I continued to go to sea.

Q. How did the food that you received on the "Ohio" during the time you were on short rations compare with the food you have received on other vessels during all those years?

A. Well, we used to get aboard the old wind jammers—I never while I was aboard any old wind jammer get what we got on board this ship coming

(Testimony of Hugh Beveridge.)

up here that year, except the hard tack—it was something like we used to get on an old wind jammer when we had been out to sea for about nine months or so, all except this meat arrangement—skillargaree, we called it, was nothing like that we had on this ship, because it wasn't made out of rotten meat. The best boat that ever I followed will sometimes have something like this when there comes on a blow or a bad storm, when we considered ourselves lucky if we got anything to eat at all, and this was as bad as ever it was on a ship them times.

Mr. SCHOFIELD.—Take the witness. [280]

Cross-examined.

(By Mr. FULLER.)

Q. There was plenty of provisions, such as it was, wasn't there, Captain?

A. Yes, but you could not eat it—I could not eat it, and I have had to eat all sorts, but I could not eat that.

Q. On the old sailing vessels where you sailed you had salt horse, didn't you?

A. Yes, sir; a sailor led a pretty hard life in those days, all right, Judge—we had no meat at all sometimes when we were out in a wind storm, but the food we had was good. I went to sea mighty young, and it was pretty hard fare we had those days, but it was good compared with this, Judge; I'll say that. I went *to* young to sea. I was always hungry those days, you know,—

Q. Now, this hole was closed up at once by the engineer, I understand you?

(Testimony of Hugh Beveridge.)

A. Yes, they got to work and closed it right up. It *looked me*, this hole—well, it was close to where two plates were joined together, and it kind of broke like in there, like it was torn apart, one plate off the other, and made more like a three-cornered place.

Q. The iron appeared to be torn around the plate, probably?

A. Torn off, yes, sir, or maybe more like it had been pushed off by a spar, pushed in more or less. It looked to me like it had split off a little bit.

Q. How far was it torn from where there were two plates joined, would you say?

A. Well, I should think that it was right where there *was* was *teo* come together—pretty nearly, any way, where two plates come together, like where they were riveted there, *mayby* three-quarters across.  
[281]

Q. What was that?

A. Well, about six inches, I will say, long.

Q. You mean there was six inches split across the plate?

A. Yes, just about six inches—it didn't look like it broke the iron, a regular break in it, but a kind of scarred it, like.

Q. Like a split in the plate?      A. Yes, sir.

Q. How far was it split—what was the extent of the tear or scar?

A. I should think that it was about pretty nearly through the plate where the scar was.

Q. Well, can't you come any closer than that—you went up to see it, didn't you?



(Testimony of Hugh Beveridge.)

A. Yes, sir; it was dented in, like, and then it was broke across where the rivets were, a kind of a three-cornered place there.

Q. Looked like it had been bent?

A. Yes, sir, I should think for about six inches—it was scrated more than that—it looked like a scratch, right about the water-line, you know, and you could see it extended a little farther; how much I don't know, but I seen the box arrangement they fixed it up with.

Q. Well, they got busy immediately, and fixed it up? A. Oh, yes, they fixed it up right away.

Q. One of the passengers put his pillow into it, didn't he?

A. Yes, they fixed it up right at once.

Q. Well, you didn't have much chance to observe it, did you? A. Sir?

Q. I say, you didn't have much chance to observe it—much opportunity to examine it before it was fixed up, [282] did you?

A. Oh, I went right up close to there it was broke, you know—I had the opportunity to walk as close to it, at least as this table here (indicating). I had seen the piece of ice fall, and then I came around maybe twenty-five feet from where I was stading on the ship and went down as soon as I heard them saying she was stove in her plates.

Q. Well, did you have much opportunity to observe this poece of ice before it struck the ship?

A. Oh, yes, I just had every opportunity to observe the ice, after it slid off the ice hummock out there,

(Testimony of Hugh Beveridge.)

and then I seen it when it come up—it come up about twenty-five feet away from the ship's side, from where it come up; just slid off in the water and sunk, and then kept coming right towards the ship, just about twenty-five feet, it come towards the ship that I had an opportunity to observe it, from where I was standing, and I walked along the side of the deck watching her as she come up, working her way towards the ship, and come up and hit the side and jammed her, like that, and then rolled off again out to sea.

Q. Have you any idea, Captain, how much force a chunk of ice ten feet high and twenty feet long will exert, coming that distance?

A. Well, not knowing the weight of it I couldn't say, but in the water that way, I don't think it would have very much force.

Q. Well, do you know how many tons it would weight?

A. No, I don't, but I don't think enough to break in the ship's side when it was well built as it should be.

Q. That would be your experience in running the ship? A. Yes, sir. [283]

Q. Have you ever been employed on an iron ship?

A. Well, *I* that was before they had iron ships, but I was mate on one in 1883.

Q. Was that on an iron ship?

A. No, sir; I never have been on an iron ship; they was all wooden ships in my days; no iron ships.

Q. Well, a wooden ship will stand a great deal

(Testimony of Hugh Beveridge.)

more of a blow than an iron one, will it not?

A. Well, some wooden ships will and some won't; according to how they are made.

Q. Well, as a rule, they will, won't they?

A. If any ship is old and played out she won't stand anything, that is all there is to it. In any ship that was OK, all right, that had that jar that ship had wouldn't make the least bit of impression on her plate, the way she was hit, and that is all there is to it, but because this ship was old and played out—her plates, why, when that piece of ice hit her, it stove her in—

Q. You are positive about that—

A. Yes, sir, I swear to it—yes, sor—she was weak; she was weak and wore out, too weak for the blow—

Q. You don't know anything about how the other boats came in there that year, in what condition they came in?

A. Well, I know that the "Northwesters" passed up by out there, and I wondered then why he didn't follow with her in the lead, in the lead that she was in, but he didn't—well, I guess the old man knew she was too weak—

Q. Do you think it safe for an iron vessel to go through heavy ice?

A. Well, not to go through heavy ice, no, sir, I do not, but we never encountered any heavy ice—that is, not [284] what I would call heavy ice.

Q. Do you know whether there was any heavy ice ahead of you or not?      A. Yes, sir—

Q. Just answer—



(Testimony of Hugh Beveridge.)

A. Well, the other ships came through it all right—

Q. What kind of ice was it that was ahead of you, do you say?

A. Loose ice—that is, not what you would call heavy ice; it is ice that is rotted and broken up, more or less.

Q. Well, there might be plenty of heavy ice ahead of you, generally, might there not?

A. Well, there was not, if I remember right, anything more than this cake and that was loose when it came from the main chunk of ice, and struck our ship—that was loose and slid off the big hummock.

Q. Well, what kind of ice was this big cake—wouldn't you call that heavy ice?

A. No, sir, that was slush, loose ice; that was not what is classed as heavy ice at all.

Q. You swear to that, do you?

A. Yes, sir, certainly I swear to that; it was not heavy ice.

Q. You swear, do you, that there was no heavy ice between you and Nome?

A. No, sir, there was no solid ice packs ahead of, because all the ice that we met was loose, and broken up ice—there was no solid ice ahead of us—there was more or less of these ice fields of broken up ice that we passed, but no solid ice ahead of us.

Q. Now, you heard the captain of the "Thetis" order Captain Conradi to come over on his boat, did you?

A. No; I think it was the "Thetis," but I wouldn't

(Testimony of Hugh Beveridge.)

swear now it was the "Thetis" or the other one, the "McCullough"— [285] it was one or the other.

Q. Which one was it?

A. Well, I won't swear whether it was the "Thetis" or the other one; the two of them were both out there, the two revenue cutters, and I won't swear now just which one of the captains it was that did the talking to the old man—

Q. Was it the captain of the McCullough?

A. Well, I couldn't swear, I tell you, but he called to our captain—hailed the "old man"—and he told him he was an old sore head, and called him an ugly name, and says to him, "Where have you been these last four or five days"?

Q. Who was it said that?

A. The captain of the revenue boat.

Q. Which one?      A. Sir?

Q. Which one of the revenue boats?

A. Well, I wouldn't swear whether it was the "Thetis" or the "McCullough," but it was one of them.

Q. You stated on your direct examination that it was the captain of the "Thetis"—now, you don't know which one of them it was—why do you swear now that you don't know which one it was? why won't you swear now the same as on your direct—that it was the captain of "Thetis" that said this to Captain Conradi?

A. Well, if it was right—he might have been the right one that said it, and then he might not; I can't remember, but I know it was one of them revenue

(Testimony of Hugh Beveridge.)

cutters—if I said the “Thetis” it is more than likely it was her, but if I said that it might be a mistake—but it was one or the other of them that said that to the old man. [286]

Q. Was there much fog at that time?

A. Well, there was some fog, as I remember.

Q. At that time was there much fog?

A. No, not at that time—I don’t remember much fog—I never paid much attention to those things like whistles blowing or anything like that. It seems to me that at the time these captains were talking to our old man it was clear weather.

Q. Well, then, there was not enough fog to make it necessary to ring bells and blow whistles, was there?

A. Well, I don’t think there was enough for anything like that—of course, maybe there was a little fog and they would blow the fog whistles. It was naturally fine weather and you felt that way, out there in the loose ice—like there was out there, a lot of old loose broken up ice.

Q. While you were out at Sledge Island, which was about the 17th or 18th of June—you were out at Sledge Island about that time, were you?

A. Well, about dates, I can’t remember about them now.

Q. You remember being out near Sledge Island?

A. Yes, we went up pretty close to Sledge Island at one time.

Q. Were you close enough so that you could see the shore line, the main land?



(Testimony of Hugh Beveridge.)

A. Yes, sir, we could see the shore line.

Q. And there was no ice at that time between you and the shore line of the main land?

A. No, sir, no heavy ice; nothing but loose ice, that is, always running along the coast every summer, but we didn't see no heavy ice while we was out there at all.

Q. Do you know that, or is that just your opinion that there was no ice between you and the shore?  
[287]

A. Well, there was some very small loose ice—lots of it we came through every year—

Q. Just answer the question—you are sure that there was no ice between you and the shore at that time?

A. Well, you can look out on the ice and you can tell straight ahead what the ice is like, whether it is loose ice, and there was loose ice that way, all the way up, cakes of ice, but no solid ice packs that most any ship couldn't come through.

Q. I would like you to answer my question.

(Question read.)

A. Well, yes, we could see ice, but no heavy ice—it was just loose ice.

Q. I asked you if you could see ice between you and the mainland, or if there was anything between you and the mainland.

A. Well, I know that as far as you could see, there was not; you could always see the mountains right out here back of the shore, and so far as I *could* tell it looked like the shore to me, so far as I could see;

(Testimony of Hugh Beveridge.)

that is, you could see the line, and you could see Sledge Island above the ice, kind of a little loose ice, and you could see a little line like smoke ahead of us.

Q. Were you south of Sledge Island at that time?

A. Well, we were to the southward a little, and I should think also a little to the east'ard.

Q. Well, what I am asking you is, if you looked towards the mainland you could see the surface of the sea and see the distinct shape of the mainland?

A. No, I do not think that you could, because there was more or less ice—there was more or less of this loose ice that *ame* into view, but which we could have pushed right through. [288]

Q. But you could see lots of ice ahead of you?

A. Oh, yes, more or less of this loose ice—but it seemed like the old man didn't try much to get her in here.

Q. Did you say that you considered a well-built iron or steel vessel safe to go through heavy ice?

A. Well, any ice that we encountered it was safe for to take her through—

Q. You considered that it was safe?

A. Yes, sir; I didn't see any reason for staying there if the vessel was seaworthy.

Q. Well, do you swear that?

A. Yes, I swear to that.

Q. Well, have you seen any ice in Bering Sea that it would not be safe to try to come through—to make the attempt to come through?

A. Yes, sir, you could take the chance in the other

(Testimony of Hugh Beveridge.)

ship's leads—there are more or less leads in the ice that you could take the chance of making all right—leads in this loose ice, where the loose ice parts, and you could come through some of these leads—I would have considered it safe if the vessel was seaworthy.

Q. Well, you considered that it was safe to try to go ahead through this ice, and that there was not any danger?

A. No, sir, I don't think there was any danger, if the ship was safe.

Q. You never have sailed in this ice, you say, Cap?

A. No, sir, not in these waters, but I have been in pretty near all the waters of the earth, in my time, Judge.

Q. Well, don't you consider that the current that you are liable to encounter out in Bering Sea when there is much ice had a great deal to do with whether or [289] not there is any danger?

A. Well, not in these waters, no; it ain't got what you call much current.

Q. Do you mean to say that there is no current in Bering Sea?

A. No, sir; when you get right down to facts, there ain't no current out in Bering Sea that amounts to anything.

Q. No current at all?

A. No; no current to hurt.

Q. How much current is there?

A. Oh, not very big—when you strike the south-east, she had got a little current, but not to amount



(Testimony of Hugh Beveridge.)

to anything—when there is a southeast wind there is a little; otherwise there ain't.

The COURT.—It seems to me we *ware* wasting a good deal of time on this immaterial testimony—

Mr. SCHOFIELD.—I object to this testimony, your Honor, because it is not proper cross-examination.

Mr. FULLER.—That is all.

(Witness excused.)

At this hour, further proceedings were adjourned until Saturday morning at ten o'clock, and this court was ordered to stand adjourned until Saturday, at ten o'clock A. M., on August 5th, 1911. [290]

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United States  
Circuit Court of Appeals  
For the Ninth Circuit.

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Apostles on Appeal.  
(IN TWO VOLUMES.)

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WHITE STAR STEAMSHIP COMPANY, a Corporation,  
Organized and Existing Under and by Virtue of the  
Laws of the State of Washington, Claimant of the  
Steamship "OHIO," Her Engines, Boilers, Machin-  
ery, Tackle, Apparel and Furniture,  
Appellant,

vs.

R. T. LAMB, et al.,  
Appellees.

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VOLUME II.  
(Pages 337 to 731, Inclusive.)

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Upon Appeal from the United States District Court for the  
District of Alaska, Second Division.

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FILED  
JUL 1 - 1912





United States  
Circuit Court of Appeals  
For the Ninth Circuit

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Apostiles on Appeal.  
(IN TWO VOLUMES.)

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WHITE STAR STEAMSHIP COMPANY, a Corporation,  
Organized and Existing Under and by Virtue of the  
Laws of the State of Washington, Claimants of the  
Steamship "OHEO," Her Engines, Boilers, Machinery,  
Tackle, Apparel and Furniture,

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vs.

R. T. LAMB, et al.,

Appellees.

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VOLUME II.  
(Pages 337 to 731, inclusive.)

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From Appeal from the United States District Court for the  
District of Alaska, Second Division.

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Nome, Alaska, Saturday, 10 o'clock A. M.

August 5th, 1911.

All present; proceedings resumed, pursuant to adjournment.

Mr. FULLER.—If the Court please, I now offer the copies of Claimants' Exhibit "A" to "J," inclusive, for substitution of the original exhibits, and asked that they be marked and filed in this proceeding.

(Claimants' Exhibit "A" to "J," inclusive, filed in open court, copies of which exhibits are hereto annexed, and made a part of this transcript of testimony.) [291]

**[Testimony of William McManus, for Libelants.]**

Mr. WILLIAM McMANUS, a witness for libelants, having been duly sworn, testified as follows:  
(By Mr. SCHOFIELD.)

Q. State your name.      A. William McManus.

Q. What official position do you hold on Seward Peninsula under the Government of the United States?

A. I am in charge of the transportation of the mail service.

Q. You are Chief Railway Mail Clerk?

A. Yes, sir.

Q. That is your official designation, is it not?

A. Yes, sir.

Q. I will ask you if you held such official position for the District in which Nome is situated, during the year of 1908?      A. I did.

Q. State whether or not you recollect along—say in



(Testimony of William McManus.)

July of that year of the arrival of the steamship's "Ohio," on her first voyage to Nome of that year?

A. I do.

Q. What, if anything, did you do with reference to making an attempt to secure the mail from that ship and bring it in in July, 1908?

Mr. FULLER.—That is objected to as irrelevant and immaterial, and not one of the charges in the libel.

The COURT.—Objection overruled.

A. Why, I found out on the incoming of the other boats, running that year between Nome and Seattle that left about the same time that the steamship "Ohio" did, that there was mail on her, and I could see no reason why the "Ohio" did not come in, and I had a conversation with Captain Henderson of the revenue cutter [292] "Thetis," and asked him if he would go out with me and find out the reason why the "Ohio" didn't come in, and in case he refused to come in, we would demand the mail from the "Ohio" and bring it in on the "Thetis."

Q. Where did you have this conversation with Captain Henderson of the revenue cutter "Thetis"?

Mr. FULLER.—That is objected to as immaterial testimony.

The COURT.—Objection overruled.

A. Why, it was in Nome, and I think it was in the Customs' House—either there or on the sidewalk near there, some place. I don't remember just now just where I met Captain Henderson.

Q. Did you know at that time that the "Thetis"

(Testimony of William McManus.)

had reported the "Ohio"?

A. She had, and Captain Henderson said he had seen her a couple of weeks prior that in the ice.

Q. State what, if anything, you did in connection with Captain Henderson of the Revenue Cutter "Thetis," with reference to going to the "Ohio" to secure the mail.

A. Well, after I got the consent of Captain Henderson to go *to go*—after I had his promise to go, I believe it was the next day, which was either the 7th or 8th, or something like that.

Q. 7th or 8th of July, 1908, you mean?

A. Yes, sir, 1908, I hired some men used to the ice to go out with us, and we hurried out to ascertain why she didn't come in.

A. Well, before that I wired to the Second Assistant Postmaster General as to what should be done, but I did not receive any reply from the Second Assistant until after we had returned from the trip, with the mail, but the Second Assistant Postmaster General sent [293] his wire instructing me to make every possible endeavor to go out and get the mail—I don't remember its exact terms, but something to that effect.

Q. And what did you do?

A. Why, I think—I would not like to say the exact day of the week, but it was either the 7th or 8th, I think, of the month we left here, and I would not be positive as to exactly the number of days it was, but it was several days before we found the "Ohio," as I remember.



(Testimony of William McManus.)

Q. State whether or not you did make the effort to get the mail.

A. Yes, sir, we proceeded to find the "Ohio."

Q. How long were you in finding her?

A. I think about two days; I would not say positive, but I think we left here on the 8th and we found her on the 10th.

Q. Now, if the date of your leaving Nome is fixed by Captain Henderson of the "Thetis" as the 7th of July, would you say that that was the correct date?

A. Yes, sir, that is more probably the exact date, but from my own recollection I couldn't say whether it was the 7th or 8th.

Q. Proceed and state what you did.

A. I think on the night of the 9th Captain Henderson called my attention to some whistles, asked me if I heard some whistles, and I had, and then he proceeded to blow his whistle, as I believe it is the custom to blow the whistles pretty steady or ring bells under those conditions, but he got no reply. There was a heavy fog, and things were getting a little indistinct, and there was a great deal of whistling [294] going on all night, and everything, but the next morning, I should think it was possibly six o'clock or maybe a little bit later, or possibly a little bit earlier than that, I should say, when we saw the "Ohio" —ohm probably three or four miles distant, and the "McCullouch," she was back some distance in a southern direction, I should think, from the "Ohio."

Q. Now, what did you do with reference to pro-



(Testimony of William McManus.)

ceeding to the steamship "Ohio"?

A. Well, our boat, when we got within speaking distance of the "Ohio," Captain Henderson spoke with Captain Conradi, and asked him to come aboard of the "Thetis," and he did so, and in the meantime, Captain Daniels, of the Revenue Cutter "McCullough," he had also come aboard of the "Thetis," and the three of them went into the captain's room and held a conversation there in reference to the passengers and mail. Before this, I had instructed Captain Henderson if the "Ohio" would not follow us in to Nome to demand the mail and take it aboard the "Thetis," and Captain Henderson asked Captain Conradi "why he hadn't come in to Nome; why he hadn't come in before that time." He said in reply "that his was an iron ship and that it would not stand the ice, and that he had had instructions from his agent not to get into the ice—not to buck ice"—I think those were the exact words that he used, and Captain Henderson said to him "that there was no ice"—

Mr. FULLER.—We object to the witness repeating what Captain Henderson said to Captain Conradi.

Q. Did Captain Conradi make any reply?

A. Yes, sir.

Q. What did Captain Conradi say in reply?

Mr. FULLER.—I object to that as incompetent testimony, [295] and not within the issues.

The COURT.—Objection overruled.

Q. This conversation was in the presence of Cap-

(Testimony of William McManus.)

tain Conradi of the "Ohio," Captain Henderson of the "Thetis," Captain Daniels of the "McCulloch" and yourself, I understand you?     A. Yes, sir.

Q. In the room of the captain of the "Thetis," on board the "Thetis"?     A. Yes, sir.

Q. Now, proceed, and state what Captain Conradi said.

A. Captain Henderson asked Captain Conradi why he was staying out there in Bering Sea—why he didn't come on in to Nome, and he told him, as I said, that his boat was not built to stand the ice, and was an iron boat and that he had instructions not to buck the ice, and Captain Henderson replied—

Q. What did Captain Henderson say?

A. He said, "Why, I didn't stop once in coming out here—we moved right along; there is a passage right through and if you will follow us we will take you right in." Still he had some objections—he said something about going to Dutch Harbor for fuel—that he would not come in. Then Captain Henderson said that he would go aboard the "Ohio" and tell the passengers that he would take them on the "Thetis" and bring them in. And Conradi seemed still to make objections; and Captain Henderson said something about he probably did not have accommodations for all of them, but that he could probably fix up some kind of accommodation for the women, and he thought probably the men could sleep on deck and with the mess, or something like that, and that he would bring them in. Then I said, "I will also demand the mail if he didn't come in." And then



(Testimony of William McManus.)

after [296] some other talk—I don't remember just what now—but then Captain Conradi finally agreed to follow the "Thetis" in, which he did.

Q. Now, how far did you find the "Ohio" at that time with reference to any floating ice, in the sea?

A. Well, was a considerable distance between us, as I say—the "Ohio" was three or four miles from us when we first saw them, but I know there was no ice to amount to anything at all between the "Thetis" and the "Ohio," that I could see, and we came right up to within speaking distance of the "Ohio." But there was at least ten miles before we got up to the "Ohio" where we didn't see any ice, I should judge; that is as near as I could see. I don't remember anything more, only that it was clear weather, everything was bright and sunshiny where we were, and where she was.

Q. Was the "Ohio" at the time you found her under way or at anchor?

A. Well, she was not moving when we first saw her, so I know she was at anchor; she may have been floating around, but she was not moving—I think she was at anchor, all right.

Q. State whether or not in going out with the "Thetis" to where the "Ohio" was that you encountered any ice on the trip from Nome.

A. Yes, there was floating ice, but I think probably the ship shoved ahead through these little sheets of what I would call floating ice; I don't remember of her stopping any at all; we may have been going very slow at the time, but I don't think we stopped



(Testimony of William McManus.)

any time for the ice.

Q. State whether or not you encountered any ice with the ship coming from there to Nome.

A. Well, I am not a marine expert but I seen nothing that [297] hindered the "Thetis"—she kept moving right on.

Q. Now, state whether or not the "Ohio" did follow you right in.

A. Yes, she did. The "Thetis" stopped several *time*—Captain Henderson said something about the old man didn't seem to want to follow and he didn't want to get out of sight of her—

Mr. FULLER.—I object to this class of incompetent testimony and move that the answer with reference to what Captain Henderson said be stricken out.

The COURT.—You need not show what Captain Henderson thought or said, but what the captain of the "Ohio" did.

Q. How far away did the "Ohio" follow the "Thetis" coming in?

A. Most of the time I would say that she was not more than a few miles; once in a while she would get out of sight, and then Captain Henderson would stop and ring his bells and blow his whistles—I don't remember how many occasions he did this—and he would wait until she would come in sight again, and then we would move on.

Q. State whether or not it was necessary for the "Thetis" to bring in this vessel at that time, or that she would have to follow?

A. Well, there was plenty of ice, small cakes, mov-

(Testimony of William McManus.)

ing around a little further—you, of course, could see the “Thetis” and “McCulloch”—I think she was just about between the two—

Q. You say the “Thetis” was giving signals to locate the “Ohio”?

A. Why, we heard the bells ringing that night—of course, Captain Henderson could, and so you see he blew his whistles all that night, as I recollect now. Of [298] course it might be possible—he was not positive *thay* it was the “Ohio” that he could hear at the time, but we heard bells and it was in the neighborhood of where he expected to find the “Ohio,” but there were vessels that were every bit as near—there was the “McCulloch,” so I say we were not *positve* that it was the “Ohio,” but he heard some boat, and so he kept his whistles pretty steady all night blowing the signals.

Q. Did you say that you went aboard the “Ohio,” Mr. McManus?

A. No, I did not, but Captain Conradi came aboard the “Thetis.”

Q. Was the captain of the “Thetis” aboard the “Ohio” just immediately before Captain Conradi came aboard the “Thetis”?

A. No, I don’t think he was—

Q. Are you *positve* about that?

A. Why, yes, I am quite positive because the captain of the “Thetis” was there on board his boat and he asked the *captin* of the “Ohio” to come aboard the “Thetis”; he was talking to him—Captain Henderson was talking to Captain Conradi, I remember,



(Testimony of William McManus.)

through the megaphone—I believe I am right.

Q. What was the conversation that Captain Henderson had on board the “Thetis” with reference to taking the mails off,—with Conradi?

A. Why, Captain Henderson was following my instructions which I had previously given him, and asking him to demand the mails from Captain Conradi if he didn’t come on here, and I think that after that there was some objections about coming in to Nome, and at that time I think that I spoke up—we were all in the captain’s room or on deck there together, and I think I said myself then to the captain—made some remark that “we then demanded the mail be put aboard the “Thetis,” if he didn’t go back with us, or if he didn’t agree—[299] he said something about he would have to go back to Dutch Harbor for fuel, or something, I don’t remember just what it was now—anyway, made some objections, so I said to Captain Henderson that then the only thing we could do was to demand the mail to be put aboard the “Thetis,” which Captain Henderson did.

Q. You made a demand at that time, did you, upon Captain Conradi, for the mail?

A. Well, this was a kind of a side remark on my part to Captain Henderson. Of course, Captain Henderson was on duty out there on his own deck, of his own ship, and it would have been discourtesy for me to butt in and make a demand off his boat, so I just made some sort of a side remark to him, that we wanted the mail if he was going back.

Q. You are sure that Captain Henderson made



(Testimony of William McManus.)

that remark to Conradi about "Where he had been for the last four or five days," from the "Thetis"?

A. Oh, yes—he used the expression "Where in the hell *you have* been—why don't you come in?" and Captain Conradi made some remark about his being responsible for five hundred passengers, or something like that.

Q. Where was he when he made that remark?

A. It seems to me that he was still on the "Ohio." Then Captain Daniels, who had come up at that time, made some remark about his not coming in, that he was responsible for the five hundred lives—

Q. On board what steamer was that?

A. It seems to me that was on the steamer "Ohio"—

Q. Aboard what steamer?

A. It seems to me it was aboard the "McCulloch"—I mean the "McCulloch," where Captain Daniels was at the time.

Q. Did Captain Conradi tell Captain Henderson that he would follow him at that time? [300]

A. Yes, but after the previous conversations that I have detailed.

Q. Was this conversation with Captain Daniels of the "McCulloch" after that time?

A. No, it was before that time.

Q. He was present, was he at this other conversation? A. Oh, yes.

Mr. SCHOFIELD.—Take the witness. [301]

(Testimony of William McManus.)

Cr(ss-examined.

(By Mr. FULLER.)

Q. You say that there was a heavy fog just before you met the "Ohio"?

A. Yes, there was quite a heavy fog.

Q. So that you could not see any distance at all?

A. Yes, sir, it was foggy, all right.

Q. And when the fog bank lifted in the morning, or whenever it did lift, you found the "Ohio" close to the "McCullough"?

A. Well, I don't know about that; I think the "McCullough" and "Thetis"—that the "Ohio" was about an equal distance between the two boats, the "McCullough" and "Thetis." I think she was about an equal distance from the two of them—about between them, you might say.

Q. Now, you say that you are sure that Captain Henderson did not go aboard the "Ohio," but that he talked to Captain Conradi from the deck of the "Thetis"?

A. Yes, sir, I am pretty positive that he did.

Q. That he used the megaphone to talk to him?

A. Yes, I am pretty positive of that.

Q. And it was aboard the "Thetis" that Captain Daniels made this remark to Captain Conradi that he was responsible for the five hundred lives aboard his boat? A. Yes, but it seems to me—

Q. (Interrupting.) Just answer the question.

A. No, it seems to me that was aboard the "McCullough" that that remark was made.

Q. Captain Conradi said he would follow the

(Testimony of William McManus.)

“Thetis”? A. Yes, sir.

Q. Was there any conversation with Captain Daniels of the “McCullough” at that time?

A. Yes, he was present there, all right. Captain Daniels said something about— [302]

Q. (Interrupting.) I didn’t ask you what he said—I only asked you if he was there at the time?

A. Yes, he was present there.

Q. You found considerable ice going out, you said?

A. Yes, broken ice.

Q. How large cakes of ice where they, would you say?

A. Some very large—some very small—cakes considerably larger than this room—a good deal larger, I suppose, and then some considerable ice that was small and broken up.

Q. There was a considerable amount of ice in the water all the way from Nome up to a short distance of where you found the “Ohio,” was there not?

A. Yes, sir.

Q. You were in the ice all the way there on that trip?

A. Well, it was clear for a space here and there—practically we was in ice—yes—floating ice, as I said broken up.

Q. Captain Conradi said his instructions were “not to buck the ice”? A. Yes, sir.

Q. Did he not say that his instructions were not to enter the ice?

A. Well, I would not say positive that he did not say that, too, but I think he said “not to buck the ice.”



(Testimony of William McManus.)

I think he used the word "buck," and he may have also said his instructions were not to enter the ice. I think after that the other word "enter the ice" was used, but I am pretty positive he said first that his instructions were not to buck the ice, and that after that he used the other word.

Q. Your recollection is and you are positive that the words "not to buck the ice," and not "not to enter the ice" was first used? [303]

A. Well, I would not like to say that; my opinion is that he did, but I would not like to state his exact words, after this length of time; I know, as I took it, that he was not to go into the ice.

Q. But he didn't say that?

A. Well, I would not say positive; I know that I got the impression from what he said that he was not to go into the ice, though he may have said "not to enter"—no, I am pretty sure as I remember it now, that he said "not to buck the ice." I think I'll stick to that, that that was what he said.

Q. You heard signals, did you not, long after you had found the "Ohio"? A. We heard bells.

Q. Were they the "Ohio" bells?

A. Well, I would not say it was the "Ohio" we heard, but there was no other boats in the immediate vicinity when the fog lifted—no other boats in sight, until we saw the "Ohio."

Mr. FULLER.—That is all.

Mr. SCHOFIELD.—That is all.

(Witness excused.) [304]

**[Testimony of John D. Flannigan, for Libelants.]**

Mr. JOHN D. FLANNIGAN, a witness on behalf of libelants, being duly sworn, testified as follows:

(By Mr. SCHOFIELD.)

Q. What official position did you hold with Carstens Bros. & Dashley, if any, in the year 1908?

A. Bookkeeper.

Q. In what business were they engaged at that time?     A. In the meat business.

Q. Do you know upon what boat Carstens Bros. & Dashley received their consignment of meat in 1908, first sailing?     A. On the "Ohio."

Q. Do you know what arrangements Carstens Bros. & Dashley had with the "Ohio" with reference to establishing a cold storage plant on the "Ohio" for their own meat as well as others, with reference to having the food and meat stuffs brought to Nome from Seattle?

A. They were to install a plant of their own on the ship.

Q. How much meat, approximately, in a general way, did Carstens Bros. & Dashley receive from Seattle on the first voyage of the "Ohio" to Nome in the year 1908?

A. Well, we received, I think, about thirty tons altogether, if I remember correctly, although I am not sure.

Q. Of what did these meats consist, in a general way?

A. Why, pork, veal, some prime ribs, chickens, turkeys and other small stuff.

(Testimony of John D. Flannigan.)

Q. Any beef?      A. No beef.

Q. State to the Court what condition they were in when received in Nome from the "Ohio."

A. Good condition; first-class condition.

Mr. SCHOFIELD.—Take the witness. [305]

Cross-examined.

(By Mr. FULLER.)

Q. There had been considerable used up on the trip up, had there not?      A. Yes, ten tons.

Q. All the meat that you got was in good condition?

A. Yes; in regard to the answer saying that there was no beef—there was no beef other than short ribs and loins of beef was all.

Q. There had been a large quantity of the beef taken and used by the ship?      A. Yes, sir.

Q. That was the ten tons you spoke of?

A. Yes, sir.

Mr. FULLER.—That is all.

Mr. SCHOFIELD.—That is all.

(Witness excused.) [306]

**[Testimony of Samuel Keane, for Libelants.]**

Mr. SAM'L KEANE, a witness on behalf of libelants, being duly sworn, testified as follows:

(By Mr. SCHOFIELD.)

Q. You are one of the libelants in this case?

A. Yes, sir.

Q. One of the passengers that came on the voyage leaving Seattle on June 1st and arriving in Nome on the 11th of July, 1908, on the steamship "Ohio"?

A. Yes.



(Testimony of Samuel Keane.)

Q. Mr. Keane, on this voyage, when did you encounter the first ice after coming through Unimak Pass?

A. Well, about two days after we got through; we were then north of the islands.

Q. Where did you encounter this ice?

A. Well, it was to the north of Nunivak Island, off towards Romanoff.

A. Well, we was the first vessel to reach the ice—we run into the ice a little ways and then we stopped, and then the other vessels came up around us and also stopped.

Q. What vessels came up to this place?

A. Well, the “Northwestern” was right along to the east of us, and the “Victoria” was to the west of us. Also, there were several others there, but I don’t just recall what boats they were. I didn’t take down the names of them, but they were the same boats that have been mentioned here before, but I don’t just remember their names.

Q. They were the vessels that have been named by the witnesses heretofore?

A. Yes, that have been named here. Also, there was a sailing vessel out alongside of where we was, just a short distance away.

Q. The “W. B. Flint,” a bark? [307]

A. I think that was her name; she was loaded with oil; she was in the ice, just about as far as we were.

Q. How long did these vessels remain there that were near the “Ohio,” at the time you speak of?

A. Just about one day, and went on ahead.

(Testimony of Samuel Keane.)

Q. Then what did the "Ohio" do?

A. She laid around there for three or four days, and then she followed out to the south, and then started for the west, just where should have been Cape Romanoff there.

Q. In what direction had these other vessels sailed that were in the ice with you for this one day?

A. They went to the north, right along on their regular course, keeping close to the Alaska shore.

Q. When, on what date, approximately, did you reach the farthest point, coming to Nome, prior to the time that you actually arrived on the 11th of July?

A. Well, it seems to me to have been about the 17th—I don't know just exactly the date, but we made to the westard of Sledge Island.

Q. On the 17th of what month?

A. On the 17th of June.

Q. Where were you, off Sledge Island, about the 17th of June?

A. Well, we was a little off to the west'ard—we could see the capes *fown* here very plain.

Q. Then from that way now you were above Sledge Island, up the coast?

A. Yes, sir, we were above Sledge Island.

Q. State whether or not you encountered any ice to resist your passage at that time, up at that point.

A. No, sir; what ice we saw was at Cape Romanoff; that was about the only ice that we saw, where we were right close to it, or close enough to it to see it.

[308] All the other ice that we saw was the ice



(Testimony of Samuel Keane.)

that runs in here and back to the westward, and after that drops back again, and leaves the coast entirely.

Q. State whether or not you were in open water at that time.

A. Well, this side, about forty miles—I don't know just how far away it was, but they claimed that it was forty miles—the captain said it was about forty miles, to Nome, we saw a little ice.

Q. What reason, if any, did the captain give at that time for not proceeding to Nome?

A. Well, he said the ice was solid right out here, and those ships that had come on—and he knew that it would put his ship, too, up on the beach; that his vessel would not stand the ice and he feared to bring his vessel into the ice.

Q. Did you get pretty well acquainted with the captain during this voyage up here?

A. Yes, sir, I got pretty well acquainted with the captain. I used to help him sing, you know, when he held services—he used to hold services on board the ship three times every Sunday, and sometimes once or twice during the week, and I used to help him along with the singing.

Q. What was the condition ahead of you at that point as far as observable with reference to proceeding on your course to Nome?

A. I did not see anything to hinder us—there was nothing at that time so far as I could see to hinder and nothing to the west'ard. When I said west'ard I meant to the east—to the east—I should have said eastward—there was nothing that I could see to the



(Testimony of Samuel Keane.)

eastward to hinder us from going right on [309] to Nome, so far as could be seen. I used to wonder why we didn't move on in, but the captain said that there was solid ice to the eastward, and that if he got in with the solid ice that his vessel and all would be lost; that he could not buck the ice, nor no other ships alive could buck that solid field of ice that there was to the eastward of us there.

Q. After leaving that point off Sledge Island, after the captain had said that his vessel would be puched high on the beach by the ice—what did he do with reference to his ship—which way did he sail?

A. Well, he sailed in various ways from that point—first one way for a space, and then we would drop our anchor and lay there. I believe we dropped anchor some sixty-seven times all over, there and other places. We then finally went back again to St. Lawrence Island, where we had staid for over two weeks before that. We staid there then I don't know how long it was. Quite a while, all told.

Q. Now, referring to the time when he took the back track from Sledge Island, then where did he go?

A. We went back to St. Lawrence Island and camped there, along the edge of a floe of ice, where there were icebergs. We kept right in front of the ice all the time where we could see it, until we finally drifted over from St. Lawrence Island and run to Cape Romanoff and anchored there for a while.

Q. State whether or not you were in an open lead on your way back to St. Lawrence Island, or if you encountered the ice.

(Testimony of Samuel Keane.)

A. No, sir, we met with *no* ice at all.

Q. What did you do after you got back to the point near St. Lawrence Island?

A. We laid around there, I guess, for a couple of weeks [310] or more, or maybe a little less—I ain't going to try to swear to any exact number of days. We would race around with the boat a little bit and drop anchor; and then move around again, kind of watching this ice floe that seemed off that way from us (indicating), and during that time we met up with some of the other boats that were there, and they got up boat races with the other boats, and visited around among them, and then we drifted back to our own place, a sort of kind of around the coast.

Q. How far were you laying off St. Lawrence Island at this time?

A. I think it was three miles—that is what they called it—I could not say for sure. I know when I came in in 1900 we came in about where we was on the same spot, it seemed to me. Any way, it was not far from the shore.

Q. Do you know *gow* far that point is off the usual course of vessels sailing to Nome, after coming through Unimak Pass?

A. Yes, sir, *where were*, where we struck the Island, from what the captain said, we were two hundred miles out of our course. I know nothing about it only *what* what he said, of course, and he said we were two hundred miles off our course.

Q. Now, what did he say while he was laying out



(Testimony of Samuel Keane.)

there off St. Lawrence Island, at anchor there, for two or three weeks, what, if anything, did he say with reference to the navigating of his ship into or through the ice?

A. No, he said that he did not wish to risk his ship in the ice; that she was built of iron, and that according to the ship's rating she would not stand the ice. And that he would not take the risk of going out into the ice, knowing the ice conditions as he knew them in [311] Bering Sea.

Q. State whether or not where you were at this point there was any ice.

A. No, sir, not right where *were* were, not to hurt anything at all. The floe was off in the distance—sometimes you could not see any ice at all, as it kept moving back and forth.

Q. State whether or not during that two or three weeks that you were laying around St. Lawrence Island if he ever cruised to the north, or around the northern edge of this flow to ascertain whether or not there were any broken leads through which the vessel might sail on her course to Nome.

A. Well, no, he did not except when the "Thetis" left out there. They left us out there, and went on to the north, and the "Ohio" was supposed to follow so that we could go with her through what ice there was and get in. We went on behind her a little distance, and one time when the "Thetis" got just out of sight he dropped anchor and laid there, and then we was naturally too far away to follow the "Thetis" in again, and we just naturally drifted back again.



(Testimony of Samuel Keane.)

Q. Which way did you sail when you started with the "Thetis"?     A. To the north.

Q. And which way did you sail when the "Thetis" got out of sight and you dropped anchor—then when you started again which way did you sail?

A. We sailed to the south.

Q. What was the date of that, if you know?

A. Well, I didn't take down any of the dates, and I could not tell you now any of the dates of these different movements.

Q. About how long was that before you finally did get in to Nome? [312]

A. Well, it must have been along about—let me see—that was just a little before we went down to Dutch Harbor again; it must have been around the 25th, I should say.

Q. Of June?     A. Yes, sir.

Q. Now, do you know whether or not any arrangements had been made between the master of the "Thetis" and the master of the "Ohio," Captain Conradi, that at that time he was to follow the "Thetis" in to Nome?

A. Yes, sir, he promised to follow the "Thetis" in to Nome.

Q. How far did he follow the "Thetis"?

A. Well, just for quite a little piece—I suppose maybe four or five miles—maybe ten miles; I couldn't say, but until the "Thetis" got out of sight of us there.

Q. What was the condition of the ice at that point with reference to its having deterred the "Ohio"

(Testimony of Samuel Keane.)

from proceeding on her voyage to Nome?

Mr. FULLER.—That is objected to as perfectly incompetent, because this witness has not shown himself competent to testify with regard to the ice conditions, whether they were sufficient to deter the passage of the boat or not.

The COURT.—I do not think this witness can testify as to the conditions any place but right at the point where they were at the time. Objection sustained.

Q. What were the ice conditions there at that time with reference to the ice being broken up in leads, or how was it?

A. The ice was all broken up and was floating around—there was no solid ice there at all. [313]

Q. How long was the “Thetis” out of sight of the “Ohio,” if you know—how many hours?

A. Well, it was only a little while getting out of our sight; she went right ahead, along on about three-quarter speed, I should say, so it didn’t take long for her to get out of sight of us. We seemed to slow down from the first—

Q. Now, about how long did the “Ohio” follow the “Thetis” at this time, about the latter part of June, 1908?

Mr. FULLER.—Objected to as having been already answered.

The COURT.—Objection overruled.

A. I don’t think it was more than five miles—I think that is about as far as we went.

Mr. FULLER.—I withdraw my objection.

(Testimony of Samuel Keane.)

Q. How far off was the ice?

A. About five or ten miles; the ice seemed like it was floating ice; didn't look like there was enough of it to stop anything—there was a little strip of ice that seemed to be floating towards us when we stopped again.

Q. Then when did the vessel again sail?

A. He floated around there in front of the ice, part of the time he was anchored, and part of the time floating around ahead of the ice; as the ice kept moving he then would move along with it, along with the ice.

Q. With reference to the time he stopped following the "Thetis," when did he again take the back track, to the south, if you know?

A. Well, it was Sunday—I don't know the date—sometime on Sunday—aftert~~nn~~non we turned around and went to the south.

Q. How long had the "Thetis" and the "Ohio" been in company at the time the "Ohio" started to follow the "Thetis" on this occasion? [314]

A. Well, I couldn't just say, but I think the "Thetis" was laying there for the best part of a week.

Q. Where did you go when you started south on this voyage you speak of—where did you bring up?

A. Well, we finally brought up down at Dutch Harbor; we went outside and anchored awhile, and laid there for a day, or such time as we could get a chance to move along, and when *when* we got into *to* path, we followed it in and *brough* up at Dutch Harbor.



(Testimony of Samuel Keane.)

Q. How long did you remain at Dutch Harbor?

A. Well, I should judge we was there—well, I know we were at Dutch Harbor on the 3d of July, and left there after dinner, on the 3d—we *staid* there until in the early morning of the 4th, then we followed out.

Q. What provisions, if any, did you take on at Dutch Harbor?

A. Well, I don't remember whether we took anything on at Dutch Harbor or not, but I went over to Unalaska, myself, and was over there around there, in a friend's place over there, and I don't remember seeing anything put on the ship.

Q. You don't know as to that?      A. No.

Q. Now, what was Captain Conradi's reasons, if you know, for going to Dutch Harbor?

A. Well, he said he was out of flour, and that he would go to Dutch Harbor and get flour.

Q. How long was that after the "Thetis" had parted company with you, when you started to Dutch Harbor—how many days?

A. It was just about a week; I don't know just exactly the number of days.

Q. After you left Dutch Harbor on July 4th, where did you proceed to? [315]

A. Well, we came back on our course—I don't know just exactly where we were lying at the time, but I will say that we took the course that the revenue cutter gave us—

Q. What revenue cutter—the "McCullough"?

A. Yes, the "McCullough" gave us a course to

(Testimony of Samuel Keane.)

take, and then would catch up with us. Well, we went out and run for quite a while and then we dropped anchor.

Q. State whether or not the revenue cutter did come up with you later.

A. Yes, sir, the revenue cutter came along.

Q. How long after was it that she caught up with you?

A. Well, about a day, I should think, or maybe it was two days; I know that she came along searching for us. There was quite a fog at the time and she came along so close to us that we could hear her donkey's working her bells ringing, and her engines working so as to blow her whistles all the time. We never blew our whistle or rung out bells and we was standing we was just standing there all the time. I know I was standing right on the deck and he came along by me and I spoke to him and asked him if we were liable to have a collision laying out there such a short distance, because she was within hailing distance when she passed us.

Q. Was that a fact that she was within hailing distance?

A. Yes, sir, it was a fact, you could hear her—could hear her quite plain, but it was not light enough to see her, but it was quite soon after she passed us by in the fog. Right when she passed us by you could see the shape of her as she passed by, and then we could hear her, she didn't go so far but we could hear her blowing her fog whistle. Captain Conradi blew two little short whistles like that (imitating



(Testimony of Samuel Keane.)

whistle) and that was all. [316]

Q. About how short were the whistles Conradi blew?

A. Well, just about as short as he could blow them.

Q. Give an imitation to the Court of how he blew them.

A. Like that—toot—toot; about like that. That was all the whistle he sounded, and he did that as soon as the boat passed.

Q. What direction was the boat going in at the time he made that little sound?

A. She came from the north; I know that—that was what I gathered from the sound—that was all that was possible at the time, but we could hear her whistles—they were so close that we could continue to hear her whistles for quite a long time after she had passed, all the time.

Q. Did you hear her whistles before she passed by?

A. Oh, yes, a long time before, we could hear her.

Q. And after she passed by also?

A. Yes, long after she passed us by—long after she passed us.

Q. Now, when did you next see the “McCullouch” after she passed you by in the fog—how many days elapsed before you saw her after that?

A. Well, it was quite a little time; because his boat went in to Nome and came back again while we were out yet, and came back again to where we were at.

Q. What boat do you mean?

A. The “McCullouch.” She went in to Nome and then came back. The first day that we could hear



(Testimony of Samuel Keane.)

her she was laying off to the west, just a short distance.

Q. How many days was that after she passed you in the fog?

A. I could not say just how many days but I should judge it was a week anyhow.

Q. Where were you anchored with reference at that time to being in sight of the ice after you returned from Dutch Harbor? [317]

A. Well, I don't think that there was any ice after we left Dutch Harbor until we came up to the revenue cutter; we never got close enough to see the ice.

Q. How long did you remain anchored in that position, out of sight of ice, after returning from Dutch Harbor?

A. Well, we must have been out there a week.

Q. You left there the 4th and got in here the 11th?

A. Yes, sir.

Q. During that week's time what efforts or endeavors did the master of this ship take to take his vessel up to the ice to discover what leads there might be to Nome, if any?

A. Why, we did nothing of the kind—we never went out to the ice to look for any leads, after we came back from Dutch Harbor.

Q. Did you remain at the same place, at anchor?

A. We remained right around at the same anchorage, just in kind of a triangular, or a circle we made out there, according to his maps; I see them on his maps where he showed them to me.

Q. He showed you his charts?

(Testimony of Samuel Keane.)

A. Yes, and he drew one, and put it up in the looking-glass, where anybody could see it.

Q. Now, when did you next see the "Thetis" and "McCulloch" with reference to the date you arrived at Nome?

A. Well, it was the morning of the 10th, they were alongside of us.

Q. And what was done at that time? I will ask you, first, were you on deck at the time?

A. Yes, sir, I was on deck when the boats came there.

Q. Did you hear the first hailing sent from one of the revenue cutters to the "Ohio"? A. I did.

Q. What was it? [318]

A. I saw the same ship and the same man was on her that I saw at Dutch Harbor was talking.

Q. First, what did he say?

(By Mr. FULLER.)

Q. Which boat was this man on at that time?

A. I think it was the "McCulloch," the one to the westward; I only was acquainted and I could not say now exactly which one of the men out on deck did the talking; there were two talking, during that time, and I don't know which one was talking first. I think it was the one to the westward, though.

(By Mr. SCHOFIELD.)

Q. Talking through the megaphone?

A. Yes, sir, he was talking through one of those big speaking horns. The first thing he said was, "Where in hell have you been the last three or four days?" He said, "I could not find you, and I am

(Testimony of Samuel Keane.)

going to take the mail off the boat and the passengers, and then you can stay out as long as you like on that ship." There were other words that were passed, but that is about the gist of it all.

Q. And what, if anything, was done with reference to proceeding to Nome after that?

A. Well, we—why then they called Captain Conradi and he went aboard one or the other of the revenue cutters—I think it was the one to the northeast—I mean more to the east—that was the "Thetis," I am pretty sure; he went aboard of her and they had their conference over there, and then he came back again and we started for Nome about seven o'clock.

Q. At seven o'clock?

A. Pulled up anchor and started for Nome.

Q. Seven o'clock in the morning?

A. Yes, sir, seven o'clock in the morning.

Q. What date was that? [319]

A. That was the morning of the tenth.

Q. Oh July?

A. Yes; we arrived here the 11th, on the morning of the 11th of July.

Q. At what time?

A. Well, I could not say exactly what time—I think it was somewhere around four or five o'clock in the early morning, we was here.

Q. Now, on that voyage into Nome, after you pulled up your anchor and started, state what the ice conditions were that you met coming in.

A. Well, we seen just little floating ice; we only



(Testimony of Samuel Keane.)

struck one cake of ice that at any time scraped along the side of the ship; there was one big cake of ice, what I would call ice at all; you could hear her slush as she was floating along beside the boat.

Q. State whether or not the ship had to stop at any time in making that voyage into Nome?

A. Never had to stop, no.

Q. How did she happen to strike this one big piece of ice you speak of?

A. Why, she kind of steered around so as to give it plenty of room. He went out of his course some little bit so as to get around without striking it, or so that it could not hurt anything. The ice was drifting down and we steered around to the east of it a little bit, I think.

Q. What was the condition of the sea with reference to the vessel coming through it *would* any damage or danger?

A. The sea was all right. The sea was perfectly calm. I have made eight trips here and I have come in on every kinds of ships, and I think I know about as much about the ice as anybody, and I would say that the sea was perfectly calm. I think I know as much about it as Conradi did, anyway— [320]

Mr. FULLER.—Object to the answer of the witness as not responsive to the question, and ask your Honor to strike it out, that portion about what the witness knows about the sea—

The COURT.—That portion may be stricken out; it is not responsive. The portion where he describes the condition of the sea may remain in.

(Testimony of Samuel Keane.)

Q. How far were the ice floes as to whether the vessel could easily work around the floes without striking any of them?

A. We got around them easily without striking any of them.

Q. What could a person have done if acquainted with the conditions where the "Ohio" lay with reference to going out in a rowboat, at that time, to observe the ice, to see whether or no there was any leads in the ice through which the "Ohio" could pass on her way to Nome?

A. Oh, we could go out in a rowboat all right.

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial.

A. We could go out in a rowboat at any time very easily—at any time.

The COURT.—I don't think this is very relevant testimony. Objection sustained.

Q. When did you first come in to Nome, Mr. Keene? A. I came in to Nome in 1900.

Q. How many times have you made the first trip, the first voyage from Seattle to Nome, on the first sailing, on which you sailed on or about the first day of June?

A. Every time that I ever came in—no not every time, but every time with the exception of twice when I did not come, I have come on the first boats. [321]

Q. Give the number of sailings?

A. Eight times—seven or eight times—eight times I have come in on the first sailing.

Q. What has been the general arriving time, sp-



(Testimony of Samuel Keane.)

proximately, on those eight voyages?

A. Well, it is not always as long as others—some-time the middle days of June.

Mr. FULLER.—That is objected to as irrelevant and immaterial; the sailing time as to other years does not tend to prove any of the issues in this case.

The COURT.—Objection overruled.

A. Well, sixteen days was the longest, I think, I ever was out, and ten days was the shortest; we left one year on the first and arrived on the tenth.

Q. What vessels have you made these voyages in? Give their names.

A. I came in on the “Ohio”; that is the boat I came in on when we made it in ten days. I came on the steamer “Oregon”—came in on the “Oregon” once *or* twice; came in on the “Senator” a number of times—I could not say just how many times. I came in on the “President.” I think that is all the ships I have come in. I come in on the “Senator” most of the time.

Q. And while coming on these voyages, state whether or not it is customary to meet more or less ice in Bering Sea.

A. We always meet with a lot of ice in Bering Sea every year.

Q. What was the ice conditions in Bering Sea as you saw them while making this voyage on the “Ohio” with reference to the other boats you have come on to Nome—could you give some estimate or comparison with what it was on these other years?



(Testimony of Samuel Keane.)

A. Well, I don't say that the ice was not heavier the year before last—the ice was the heaviest that I ever saw the ice, when I came in the year before.

Q. On what vessel did you come that year?

A. On the "Senator."

Q. And how many days were you making the voyage? A. We landed, I think, on the 14th.

Q. When did you leave Seattle?

A. We left there the 1st.

Q. What year—in what month?

A. In June—1907.

Q. Now, while you were aboard the "Ohio" and anchored somewhere in the neighborhood of St. Lawrence Island, state whether or not the "Ohio" sold any of its provisions, ship's supplies, to any other vessel in that vicinity.

A. Yes, she sold a lot of stuff to a boat that came out from Vancouver.

Q. The "Trader"?

A. The "Trader," yes; she bought eight cattle, four hogs, several cases of eggs, some ham and bacon and some flour—I am not sure if there was anything more or not while I was not on deck or not. I know I seen a couple of men in the hold with the ship's checker, checking off the stuff—I stood right alongside the checker while they were taking it off, and I put it down in my book what they took off, but I haven't got that book here now—the book is back home.

Q. When was that with reference to your returning to Dutch Harbor?

(Testimony of Samuel Keane.)

A. Well, it was after we had come in from the ice around there, *while* awhile after we had got in the ice—and we were centered around in the midst of it—so it was quite a while before we went in to Dutch Harbor. [323]

Q. And with reference to the time that you were put upon short rations on this voyage—two meals a day?

A. Well, I could not say just what time it was, but it was a week or so before we went to Dutch Harbor—about a week before we went down there—we got in there the 3d and we was about two or three days going down—you could soon figure it out and just tell about just what time it was.

Q. And right after that you were put upon short rations?

A. Oh, about a week or a little more—I didn't take particular notice.

Q. Now, what was the *natur* and supply of food furnished you during the time you were on short rations?

A. Well, we had sea biscuits—we had mush, of course, sometimes we would have some eggs for breakfast, with bacon, or something like that, and then for dinner we had mutton stew with curry, or some of the other meats—not the same thing every day, but the same thing fixed up in a different shape, you know.

Q. What was the condition of the meats furnished you?

A. Well, the meat we had was in a pretty bad condition.

(Testimony of Samuel Keane.)

Q. Well, what was the condition of the meats furnished you at table during the time you were put upon short rations—

A. Well, the meat was in pretty bad condition; we could not eat it.

Q. Well, what do you mean by that—that “it was in pretty bad condition”?

A. Well, the meats appeared to be old—it was killed a long time when we started; it appeared to have been on hand for quite awhile.

Q. Do you know where they kept the meat all the time?

A. Yes, they kept it strung up at the stern of the boat—all the while we were out it was hanging at the stern [324] of the boat, on deck.

Q. Do you know whether there was *an* stench arose from the meats?

A. Yes, sir, she sure was bad—when it was hot and the wind was blowing off the meat, where she hung, right at the back of the boat, it was very bad.

Q. Well, to what extent were these meats bad?

A. Well, they all got pretty strong.

Q. Was it fit to eat?

A. Well, I didn't eat it—some of them eat it, but I ate very little of it.

Q. Now, state whether or not during the time short rations were served on board the boat, whether the boat supplied a sufficient quantity to meet your requirements, or whether or not you had to procure other food from that set upon the table.

A. Well, we got quite a bit—a good bit more that



(Testimony of Samuel Keane.)

we had to pay for out of our own pockets.

Q. Where did you get it?

A. We got it off the boys—stewards—down in the room.

Q. Was it furnished free with your passage?

A. Well, some of it was free and some of it we had to pay for. The food that was furnished at table was free, of course, and they were, of course, some lunches brought to the room each night that were paid for in the usual way of giving the stewards tips, but sometimes we would be hungry when we left the table—there was so little that was fit to eat, and then we would get something brought up to the room, and that we paid for. Everything at table was free, but there was very little at table during that time.

Q. What is your business, Mr. Keane?

A. I am mining up here.

Q. *How have* you been mining in this district?  
[325]

A. Since 1900 I have been hydraulicking, with a hydraulic plant up the beach here.

Q. How far up the beach?

A. Just about ten miles from the east end of town.

Q. Been mining there continuously since 1900, every year?

A. Well, not there since 1900; I have been up here for four years where I am now, but I was out on Bourbon creek and staid there until 1905, and then I went down on the beach here—I was also on Solomon River while I was mining on Bourbon creek

(Testimony of Samuel Keane.)

for three or four years.

Q. Where were you mining in 1908?

A. On the beach—in 1908 I was putting in a hoist, on Hastings creek—and we are going on and got five different shafts, cuts and are mining down there at the present time.

Q. Now, Mr. Keene, what arrangements had you made to commence your spring mining that year, 1908?

A. Well, we were to build a ditch that year when we got in here, but—

Mr. FULLER.—That is objected to—I desire to make the same objections as to special damages that have been made to this line of testimony before, that it is not properly pleaded, and could not be regarded under the pleadings.

The COURT.—Objection overruled.

Q. Now, what arrangements, if any, did you have with reference to sending men, horses and trams out, with supplies *et cetera*, had you arrived at the time the other boats arrived here that spring?

Mr. FULLER.—Same objections.

The COURT.—Objections overruled.

A. Well, we were supposed to be the first boat in here, and should have been here before any of the other boats, but we were the last boat. [326]

Mr. FULLER.—Move to strike out the answer as not responsive to the question.

The COURT.—The answer may be stricken out.

Q. Just answer the question I asked you.

(Question read.)

(Testimony of Samuel Keane.)

A. Well, part of our men came in on the other boats—we just bought tickets some on one boat and some on another—

Q. Well, you can answer this question without stating a long story—how many men did you send up here that year?

A. We had eight altogether—three of us came on the “Ohio,” four on the “Northwestern” and one on one of the other boats. I forget what boat it was.

Q. When did your men arrive in Nome on the other vessels?

A. Well, the men on the “Northwestern” arrived on the 16th of June.

Q. Do you know what the going rate of wages was in Nome for miners in 1908?

A. Five dollars a day and board.

Q. Answer first, do you know what it was?

A. Yes.

Q. What was it?

A. Five dollars a day and board.

Q. What does it ordinarily cost to board your men at your camp?

A. Well, we figure about a dollar and a half a day.

Q. Then that would be six dollars per day for each man? A. Yes, *sr.*

Q. How many men did you have at your camp from the 16th of June until the time of your arrival in 1908?

A. There were three men and a cook.

Q. And what was you paying your cook?

Mr. FULLER.—That is objected to as immaterial,



(Testimony of Samuel Keane.)

irrelevant and incompetent testimony, and [327] further, I don't see how he can testify to how many men were at the camp when he was not here, and therefore I object to it as hearsay.

The COURT.—Objection overruled.

A. Five dollars a day.

Q. Five dollars a day and board?

A. And board.

Q. Now, state whether or not those persons were unable to go on with your work prior to the time of your arrival.

A. No, they were not, because the ditch had not been surveyed out yet.

Q. Now, state whether or not you were compelled to pay these persons for the length of time in wages prior to the time of your arrival on the 11th of July.

A. We had to pay them from the day they landed here until I got here, just the same—I paid them five dollars a day, every one of them, began the next day after *after* they got in here, which was the 17th—I paid every one of them five dollars a day, and also had a pair of horses standing out there, doing nothing.

Q. What were horses worth at that time of the year, each?

A. Well, we figure at fifteen dollars a day each horse.

Q. Then what expense were you put to by virtue of your men and horses lying idle out at your camp per day prior to the time of your arrival?

A. Around forty dollars a day it cost me—there

(Testimony of Samuel Keane.)

was one man staid in town, and I would not pay him because he did not go out to the camp. Had he gone out there it would have cost me five dollars a day more.

Q. What was your own time worth during your delay?

Mr. FULLER.—That is objected to as incompetent. The witness cannot fix damages by putting [328] his own estimate on his time.

(Question withdrawn.)

Q. What is your business—what was your business at that time, in 1908?

A. Well, I am general manager for the company.

Q. How do you receive your salary—by the month?

A. No, by the season.

Q. Now, state to the Court why these men could not go to work prior to your arrival.

A. Well, I had not had the ditch surveyed out for them to go to work; they didn't know where the ditch was going to run.

Q. State whether or not after your arrival you had the survey for the ditch.

A. Yes, I took a surveyor out, right away the next day, and we started to survey the ditch out and in three days after that we were working—three days after I landed here we were at work on the ditch. My men were working out there—we had fourteen men and a cook at work in three days after I landed here in Nome.

Q. State whether or not your mining operations are going on there from year to year now.

(Testimony of Samuel Keane.)

A. Yes, sir; the men are at work out there to-day.

Q. How many men are you now working?

A. We are working three men at the present time—we had five or six but we laid them off; we didn't need them and laid them off so there are but three there now.

Mr. FULLER.—I object to anything concerning what they are doing at the present time, as wholly immaterial.

The COURT.—Objection sustained.

Mr. SCHOFIELD.—You may cross-examine the witness. [329]

Cross-examined.

(By Mr. FULLER.)

Q. What company is it your are manager for—mining for? A. Bering Shore Mining Company.

Q. You were its manager at that time, 1908?

A. Yes, sir.

Q. That company owns the ground down there?

A. Yes, sir.

Q. These men you are speaking of, they were all working for the company? A. Yes, sir.

Q. They were not working for you?

A. Well, they were working for the company; just the same thing.

Q. Well, they were working for the company and not for you individually?

A. Well, I had to pay them.

Q. Answer the questions I asked you—they were working for the company and not for you individually?



(Testimony of Samuel Keane.)

A. Yes, sir; those worked for the company.

Q. Well, you got your salary just the same whether you were here or not, did you not, for the time you were out on the boat?

A. Yes, sir; when I was here—I don't get it when I am not here. I only get my salary when I am here in Nome—when I am here, after I *nd* here in Nome my salary begins with the company, while the rest of the men we hired in Seattle and paid them for their time after they landed here in Nome, too.

Q. Your salary, then, only goes on when you land in Nome?

A. Yes, sir, and ends when I leave Nome.

Q. Well, I don't seem to understand you exactly—

A. Well, I told you as near as I could.

Q. When did it begin in 1908? [330]

A. It began on the 11th of July.

Q. It is *a* quite a high salary?

A. No, sir, it is not.

Q. What is your salary?

Mr. SCHOFIELD.—That is objected to as immaterial.

Mr. FULLER.—I will withdraw it.

Q. What was your salary in 1908?

A. My salary was five dollars a day, and I had my expenses to pay after I landed in Nome. In running the work for the company where we are mining I have promised the people owning shares in the company back east that I would work for five dollars a day while I was here until I got the mine going and paying, and every time I have had to go

(Testimony of Samuel Keane.)

into my own money in doing it, too.

(By Mr. SCHOFIELD.)

Q. You mean that you have had to use your own money to pay to these men?     A. Yes, sir.

Mr. FULLER.—I move to strike out the answer because it is leading and interrupting my cross-examination, which is improper—and of which this is no part.

The COURT.—The question and answer may be stricken out.

Q. Your wages at that time were five dollars a day?

A. Well, that is what I charged for myself; yes.

Q. When did you first get into the ice in coming in, Mr. Keene?     A. When we first got in the ice?

Q. Yes.

A. Well, about two days after we got into Bering Sea—that was the day we got to the ice—about eight days—when we got up pretty well to the ice.

Q. You first staid pretty well to the east, further towards Point Romanoff?     [331]

A. Yes, he kept to our course at first.

Q. Are you a navigator?

A. No, sir; but I have been over the course so often that I know the course perfectly well.

Q. You know the course well enough to sail in to Nome, I suppose?

A. Yes, sir, I could bring a ship in myself.

Q. Did you ever make the attempt to sail a ship in to Nome, yourself?     A. No, sir.

Q. You never have navigated a ship in yourself?

(Testimony of Samuel Keane.)

A. No, sir; I never did it yet.

Q. You are not a sailor?

A. No, I am not a sailor, but I have been over this course some twenty-five times—

Q. Just you answer the questions I ask you and then you stop—

The COURT.—I don't think this is very material, anyway. I don't believe the witness will instruct the Court very much in regard to the courses and distances encountered at the time of making this voyage.

Q. Then you went from Point Romanoff to the eastward or westward? A. To the westward.

Q. In the vicinity of Sledge Island?

A. No, sir, not in the vicinity of Sledge Island; we went westward to St. Lawrence Island.

Q. Went to St. Lawrence Island the first time?

A. Yes.

Q. What time did you get there?

A. We got there in about a week by dropping anchor in a good many places.

Q. That would make it about the 15th?

A. Well, yes, just somewhere around there. [332]

Q. Then you sailed north?

A. Yes, we sailed north from there.

Q. And kept working steadily northward for some days? A. Yes.

Q. Encountered some ice right along?

A. Well, very little ice until we got away north.

Q. Well, why didn't they go faster to the north?

A. Well, I don't know why we didn't go faster—



(Testimony of Samuel Keane.)

Q. You mean that there was no ice to interfere with your going faster?

A. No, sir; there was no ice—he dropped anchor a number of times when there was no ice in sight anywheres.

Q. And you do not know of any reason why you did not continue to go northward at that time?

A. None at all that I could see; he dropped anchor many, many times when there was no reason for it, that I could see.

Q. Then in about three days you came up to near Sledge Island—that is right?—after you started north from St. Lawrence Island?

A. Yes, sir. That is when we got into the ice; this was about three days after we had started northward—when we got into the ice.

Q. Then that was about the 18th or 19th?

A. Yes, sir; somewheres around the 17th or 18th—I could not tell you exactly; I didn't mark it down, just the exact date.

Q. Then how long did you stay around there?

A. How long did we stay around there?

Q. Yes.

A. We were there probably a day or so—then we began to go back again.

Q. Now, that would bring it to about what dayte?

A. That would be about the 19th, I should judge—somewheres [333] about there.

Q. You don't remember the exact date?

A. No, I do not remember the exact date.

Q. But it must have been somewheres around the

(Testimony of Samuel Keane.)

19th of June, you think?

A. Yes, sir; somewheres around there—somewheres around the 19th of the month.

Q. Then you say you started back again?

A. Yes, sir; we started back southwards from that point near Sledge Island again.

Q. How long were you sailing south?

A. Well, we were sailing south up until the 3d of July when we struck Dutch Harbor.

Q. Well, you were not sailing all the time—you were anchored part of the time—some of the time?

A. Oh, yes; we anchored a number of times, but we were still going south every time we were going at all—we were always sailing southwards.

Q. Why did you sail to the southward, if you know, at that time?

A. No, sir; I don't know why we did at that time; the "old man" sailed it was on account of the ice, but there was no ice to mention at the time, or all the time when we were going southwards.

Q. You could not see any ice yourself?

A. Oh, yes; we could see ice at times—but we could not see ice all the time by any means. We did not see ice but once after we came out from Point Romanoff.

Q. There was some floating ice around you at that time?      A. Not around the ship; no, sir.

Q. Well, you remember the boat being hit with a cake of ice, don't you?

A. Yes, sir; but that was a considerable time afterwards. That was after we had parted from the

(Testimony of Samuel Keane.)

“Thetis”—when we [334] had started to follow the “Thetis,” and after we had gone back—we had been there a considerable time when this happened, when we were not in floating ice or ice of any kind, that could be seen.

Q. You mean that was when you started on the 28th?

A. Yes, sir, somewheres around that time—we had been up here near Sledge Island and then had gone back again to St. Lawrence Island before the “Thetis” came up to us.

Q. And you say that you had seen no ice around there at that time?

A. I say that we had seen ice, but that was after we *we* came out of the ice and had been towards Point Romanoff—we was in ice when the “Thetis” came to us.

Q. When was that?

A. That was—let me see—I could not state exactly what date that was. We were somewheres in around St. Lawrence Island—

Q. Where were you when the “Thetis” first came up to you?

A. Well, I could not state exactly. We were somewheres between the end of St. Lawrence Island, and we had started to sail to the southward, or in a southerly direction, and coming this way—

Q. Now, at the time you started from St. Lawrence Island at this time you are just referring to, did you start directly for Dutch Harbor?

A. The time we left St. Lawrence Island?



(Testimony of Samuel Keane.)

Q. Yes, when you left St. Lawrence Island, did you start directly for Dutch Harbor—when was that—the time you started directly for Dutch Harbor?

A. Well, that was about the—well, it took us about three days to run down to Dutch Harbor, so it must have been somewheres around the first of July, because we ran right straight to Dutch Harbor when we left [335] there, and we made it in three days, and arrived at Dutch Harbor on the 3d of July, so I figure that it must have been somewheres around the last of June or the first of July.

Q. Well, how could you have been anchored for two or three weeks without moving—

A. I didn't mean to say that we were anchored without moving. To the contrary, we had the anchor up a great many times, and then dropped back again. We had anchored around St. Lawrence Island near abouts where we had been anchored before, when we got hail of the "Thetis" coming out to us. We were anchored around there before we had gone towards Sledge Island.

Q. But was that the two or three weeks immediately before the 29th or 30th of June.

A. Well, we were anchored there for about a week before the "Thetis" came out to us, and then after we had started out to follow the "Thetis" in to Nome, then we went back to St. Lawrence Island and we anchored there again.

Q. You were anchored there a week before that?

A. A week before the "Thetis" came out to us—she laid there also a week or so—we were there about

(Testimony of Samuel Keane.)

two weeks in the ice when the "Thetis" was with us there, in the ice.

Q. You were anchored then from about the 18th or 19th—that is what you mean?     A. Yes.

Q. That is what you mean?     A. Yes.

Q. But you just testified that you moved continuously from Point Romanoff towards the southward, and that you left Romanoff on the 18th.

A. Well, we did move continuously, when we moved, towards [336] the south, but we anchored a great many times. We came to the southward, but we would go a ways and then we would anchor there; then we would move over towards the west, then over towards the east, but always we were going in the general direction of the south; then we came back again and anchored at St. Lawrence Island and laid there until the "Thetis" came out and she laid there with us, in the ice, for several days until she finally started north and we started north along with her. Then we came into the ice again. I should think we had gone maybe five or six miles and we again met the ice, and we turned back towards the south and anchored again.

Q. And I believe you testified that you were anchored for a week after you left Dutch Harbor?

A. After we came back from Dutch Harbor? No, we did not; we did not go direct into port at Dutch Harbor for some reasons, because—well, for some reason, but after we went into Dutch Harbor we were in Nome in less than a week, or just about a week, so



(Testimony of Samuel Keane.)

we could not have anchored for a week after we left Dutch Harbor—

Q. Didn't you testify on your direct examination that you were anchored for a week's time after you left Dutch Harbor—

A. After we came back to Dutch Harbor?

Q. Yes, before you started for Nome?

A. Let me hear that read, will you—

Q. Just answer the question—whether you did or did not so testify—without any more speeches on your part.

A. I certainly don't remember that I did, and if I did I didn't intend to testify to anything of the kind because that wouldn't be the truth, and I don't mean to testify to anything but the truth, your Honor—  
[337]

Q. It was not true, then, if you did so testify?

A. Well, I could tell you better if I could hear what my answer was—

Q. Just answer the question, whether or not you did so testify—

A. I am trying to think over again the time—

The COURT.—Give the witness an opportunity to answer—he is entitled to sufficient time to answer and collect his thoughts. Treat the witness fairly.

A. We were anchored probably about four days—three or four or five days—

Q. And that was before you got in here on the 10th?

A. We started in here on the 4th of July, unless I am very much mistaken in my dates.



(Testimony of Samuel Keane.)

Q. Now, you don't know what was purchased there at Ditch Harbor, do you?

A. No, I don't know anything about it. I don't know whether we got anything or not.

Q. Do you mean to testify that they didn't purchase anything at Dutch Harbor in the way of supplies?

A. I say I don't know *whether* they did or not—whether they got anything or not.

Q. About what time was it that this stuff was given to the steamer "Transit," do you know?

A. No, I could not say; I have got it down in my book, but I haven't got my book here, so I couldn't say just when it was.

Q. It was sometime before you went to Dutch Harbor, however?

A. Yes, it was shortly after we came out from Romanoff.

Q. There was plenty of provisions on board up to that and *a* there were plenty from that time one for some time, was there not? [338]

A. Yes, there was plenty of provisions at that time on board the ship—at least, we had plenty to eat; I do not know how much there was on the ship.

Q. There was a cold storage plant on the ship, was there not?

A. I believe there is—that is what they said, there was; I didn't examine to see whether there was or not myself.

Q. And they were taking supplies from that at various times to use on the ship, were they not?

(Testimony of Samuel Keane.)

A. I could not say; I did not see them get any.

Q. And so you don't know whether they took any from there or not?

A. I do not know where they got the stuff except Rooney's stuff,—at one time I saw them taking some stuff of Rooney's; that was all I saw with reference to where they got their stuff from. I know that because I saw them get it.

Q. Did you keep track of the direction that the boat was sailing all the time?

A. Well, I looked at the computations a good many times as they were given out by the captain; he gave them to us right from the start up, and I kept track of *they* were given out, and wrote them down at the time.

Q. If the log-book should show that it was the 22d that you came up with the "Thetis," you would say that the log-book was right, would you not?

A. The 22d—I would not say it was exactly the 22d—

Q. Well, if the log-book should show that you were still in company with the "Thetis" on the 22d, would you say that it was not right?

A. No, I could not say it was the 22d—

Q. You would not say that you were not, would you?

A. I could not say that we was not, for I didn't take down any dates. [339]

Q. Well, if you left on the 22d and parted from the "Thetis" and started for Dutch Harbor, then it must have been as late as the 28th or 29th; then how could

(Testimony of Samuel Keane.)

you have been at anchor in the mean time and not moving at all?

A. We anchored, as I said, three different times there—

Q. Is that the only explanation you wish to make of your testimony?

A. I could not tell you exactly how long we were there each time; I haven't pretended to give the exact time—the exact number of days—we went back after we had been to the north and we was laying there after we left the “Thetis”; we came back there again and we were laying there about a week before that with the “Thetis,” while the “Thetis” was there also.

Mr. FULLER.—I think that is all. [340]

Redirect Examination.

(By Mr. SCHOFIELD.)

Q. In reference to these men that you had employed, at your camp out on Hastings creek, who was to pay them—you or your company?

A. Well, you see—

Mr. FULLER.—I object to this because he has already answered the question, and it is not proper redirect examination—

The COURT.—Objection overruled.

Q. Answer the question.

A. Well, you see it was this way: I paid them out of what we had there, which of course was the company's money that we took out of the mine, but instead of sending the money back east and then having it sent out here again I paid the money out of my



(Testimony of Samuel Keane.)

own pocket, but it was paid back to me, of course, and it was a part of my share of the company's money. We have to have some head to the thing, of course, and that was the reason I was so impatient at being so delayed—

Q. Never mind that now, Mr. Keene.

Mr. SCHOFIELD.—There were one or two questions that I overlooked in chief, your Honor, that I would like to ask.

The COURT.—You may ask them now.

Q. Did you have any conversation with Captain Conradi about or prior to the time the “Thetis” was bringing you in on the 10th of July, with reference to his sailing back to the port of Seattle?

A. Yes, sir.

Q. State what that conversation was.

A. Well, he said if the weather hadn't changed, his orders were—I don't know just exactly what the words was—I don't wish to be understood that I am giving the exact words he used, but if things hadn't changed he was going to Seattle the next morning, [341] and that was the morning the boats came out to us, where we were anchored; that we would leave for Seattle.

Q. What instructions, if any, did he say— I will ask you if in that conversation with Conradi he made reference to any instructions he had from the owners of this vessel, with reference to taking his vessel A into the ice?

Mr. FULLER.—That is objected to as incompetent and not binding upon the claimants in any way.

(Testimony of Samuel Keane.)

The COURT.—Objections overruled.

A. Mr. ——— said—

Q. (Interrupting.) Never mind what anyone else said—what did Captain Conradi say, if anything? Did you have any conversation with Conradi about that? A. No.

Q. That is all I inquired about. Now, you mentioned Mr. Rooney's goods aboard the ship. That the ship used some of his goods. What was that?

A. Well, he had such things as potatoes, and cabbage, and lemons, and all kinds of things.

Q. Where were they?

A. On the first after deck—below deck.

Q. State whether or not there was or was not part of Rooney's stuff, perishables taken prior to the time you were put upon two meals a day—on short rations.

A. Well, I could not say the date of this—they didn't commence to take it until after the time or about the time we anchored.

Q. What, if anything, do you know with reference to Mr. Rooney's stuff, the perishables in the hold—what became of them?

A. I don't know; all I know is what I saw them take.

Mr. SCHOFIELD.—That is all. [342]

Mr. FULLER.—I would like to ask one or two questions on cross-examination which I overlooked on the main examination.

The COURT.—You may do so.

(Testimony of Samuel Keane.)

Cross-examination.

Q. (By Mr. FULLER.)

(Paper handed witness.)

Q. Is that your signature to that paper?

A. Well, I do not know whether it is or not; I can't see very well without my glasses. I should say that was the ticket which I purchased—yes, sir, that is the ticket which I purchased and paid seventy-five dollars for it.

Q. That is your signature to it?

A. Yes, sir, that is my signature.

Q. It is a first-class ticket with the name written in, leaving a blank line for the signature, the form used by the boat?      A. Yes, sir.

Mr. FULLER.—I offer this ticket in evidence, if the Court please.

The COURT.—It may be received—and properly marked.

(Paper referred to received in evidence, marked Claimant's Exhibit No. 44, without objection, and the reading of the same at this time waived.)

Q. You were able to get all that you wanted to eat all the time you were on board the boat, were you?

A. Well, I know I paid a dollar to get something that I could eat—that I had in my room because what was on the table I wasn't able to eat. I suppose I got enough to eat to keep one alive, if that is what you mean. [343] I wasn't in danger of being starved to death, I guess, but I paid a dollar to get a cup of *coffe*—the tea and coffee were so bad—and in that way—I had a spirit lamp that I used to make



(Testimony of Samuel Keane.)

me a cup of tea on and then had some crackers, and that was about all I had. I used to leave the table and go to my room and make me a cup of tea, and that way I managed to get out alright.

Q. You were always supplied with tea and coffee at the table?

A. Yes, sir, and some of them drank the tea and coffee—we paid this fellow a dollar to get us two cups or dishes of some kind that we could drink our tea out of, and then we used this spirit lamp—alcohol lamp it was—

Q. Well, do you mean that you didn't have enough dishes at the table?

A. Yes, there were no cups and saucers—not enough to go around, it seems, and we used to, we used this one that the steward gave us, between us.

Q. I am talking about the ordinary dishes that they used at the table. You were supplied with plenty of dishes for the table, were you not?

A. No, no; this one I carried in my pocket—I couldn't take the chance of leaving it in my room, because dishes were very scarce aboard the boat—

Q. Do you mean to say that at the table you were not supplied with a cup to drink out of?

A. Yes, sir; I mean to say that I paid a dollar for this glass—well, it wasn't a cup at all—it was a glass spooner-holder, is what it really was, and I used to keep it in my pocket so as to have something from which to drink my tea, and then when I could I got some sugar, but mostly I drank it from this glass [344] spoon-holder, without milk or sugar.

(Testimony of Samuel Keane.)

Q. You had no cup to drink from before that?

A. I did not until I went and bought this cup off one of the boys, and then I carried it in my pocket. I kept it in my pocket because if I left it in my room it would have been taken out again—

Q. How long was that that you were not furnished cups at the table?

A. Well, I don't think that we had after we went to Dutch Harbor, from that on until we reached Nome.

Q. Did you ever ask to be supplied with a cup?

A. I certainly did—sure, I did. I went and asked one day for a cup, and this was about the time when the captain was going back to Seattle—they said everything was broken, and they would have to go back to Seattle to be refurnished. I still had this glass in my pocket when we were coming in to Nome. I gave it back to the waiter that got it for me—

Q. Are you positive, Mr. Keene, that you were not supplied with cups at the table?

A. Yes, sir, I am positive about it.

Q. You didn't have a cup to drink from?

A. Yes, sir, I am positive about it, and there were lots of others, hundreds of them, that didn't have things to eat out of, and had to eat out of cans—drink their tea and *coffee* out of cream cans, and such things.

Mr. FULLER.—I move to strike out the answer with reference to what others did, as not responsive to the question.

The COURT.—It may be stricken out as not re-



(Testimony of Samuel Keane.)

sponsive and voluntary on the part of the witness.

Mr. SCHOFIELD.—We make no objection to its being stricken.

Mr. FULLER.—That is all. [345]

(By Mr. SCHOFIELD.)

Q. I will ask you, Mr. Keene, if you know anything about a written petition to Captain Conradi during the time you were on this boat, from the passengers to Captain Conradi?

A. Yes, there were several of them—I don't know how many of them there were, but there was some parties that went around with petitions several different times, I signed three different petitions, myself. There was some objections that the passengers were making in this way about the captain—

Q. What was those objections?

A. Well, in a general way, that they didn't think it was proper the way the boat was held out. I cannot remember the exact wording of the papers—it is three years ago—just generally what is in that sort of papers.

Q. State whether or not the passengers generally signed these written petitions to the master of the vessel.

Mr. FULLER.—That is objected to as incompetent. It is not necessarily any proof of the unfitness of the master that they were signed generally by the passengers, and it is improper under the issues—*it not* in the claim for general damages, and under the individuals' testimony it would be limited to the damaged pleaded.



(Testimony of Samuel Keane.)

The COURT.—Objection overruled.

A. Yes.

Mr. SCHOFIELD.—That is all. [346]

(By Mr. FULLER.)

Q. When was that petition presented?

A. Well, it was presented some time before we went to Dutch Harbor. I could not tell just how long before, but it was while he was laying out alongside of St. Lawrence Island.

Q. That was before you had two meals a day?

A. No, it was not much before we had two meals a day—I think we had two meals a day then.

Q. You would not swear you were then?

A. No, I would not swear—no petitions were out before we were on two meals a day, I don't think; but I am not positive.

Q. That was a petition requesting the captain to proceed to Nome, in substance?

A. Yes, some of them—some of them were out about something before we were out—for him to come on to Nome or hand the boat over to the first officer to proceed to Nome—I couldn't tell all the contents of these different *one*; there was two or three petitions sent to me—

Q. Can't you tell the whole substance of any of these petitions?

A. No, I do not think I ever read them over.

Q. You don't know what was in any of them?

A. No, I don't know what the whole thing contained; no, I do not.

Q. You never read any one of them over from

(Testimony of Samuel Keane.)

beginning to end?

A. No, I never read any of them all the way through.

Mr. FULLER.—I move to strike out all the testimony of the witness with regard to these petitions, for the reason that it now appears that it is not within the knowledge of the witness, and he is not qualified to answer, therefore the testimony is incompetent.

The COURT.—Motion denied.

Mr. FULLER.—That is all.

Mr. SCHOFIELD.—That is all.

(Witness excused.) [347]

At this time further proceedings were adjourned until 2 P. M. this day.

And thereafter, at 2 P. M. on Saturday, the 5th day of August, 1911, further proceedings were resumed as follows:

Deposition of ANDREW J. HENDERSON, taken on behalf of the libelants, July 25, 1908, before A. J. Beecher, a Notary Public in and for the District of Alaska, at the office of Dudley DuBose, Esq., corner of Kester Way and First Street, Nome, Alaska.

**[Deposition of Andrew J. Henderson, for Libelants.]**

ANDREW J. HENDERSON, being first duly sworn by the notary to tell the truth, the whole truth and nothing but the truth, testified as follows:

(Questioned by GEO. D. SCHOFIELD.)

State your name.      A. Andrew J. Henderson.

Q. What position, if any, do you hold with the

(Deposition of Andrew J. Henderson.)

Revenue Cutter Service of the United States?

A. Captain in the United States Revenue Service.

Q. What vessel do you have charge of?

A. Commanding Revenue Cutter "Thetis."

Q. Did you make a voyage with your vessel during this year with your vessel from Seattle to Nome?

A. I did.

Q. When did you clear from the port of Seattle?

A. I didn't sail from Seattle on this voyage.

Q. What port did you clear from?

A. I left Seattle in May—May 9th; from Port Townsend May 11th.

Q. When did you go through Unimak Pass on the voyage in question, if you recall?

A. 8 A. M. May 27th, I think.

Q. Touch at Dutch Harbor? A. Unalaska.

Q. When did you leave Unalaska on your voyage to Nome? [348] A. June 9th.

Q. Up to that time had you spoken the steamship "Ohio"? A. I had not.

Q. When did you arrive in Nome on your vessel?

A. July 2d.

Q. Prior to your arriving in Nome on this voyage had you spoken the "Ohio"? A. I had.

Q. Where did you speak her, latitude and longitude, approximately?

A. I don't know; it was off St. Lawrence Island, eastward of St. Lawrence Island.

Q. How far?

A. Approximately thirty or thirty-five miles.

Q. And on what date did you speak her?



(Deposition of Andrew J. Henderson.)

A. It was either on June 19th or 20th.

Q. Did you speak any other vessel in about that vicinity about that time?

A. The steamer "Transit" the same day.

Q. Any other vessel did you speak in the vicinity of St. Lawrence Island and between that point and Nome?     A. No.

Q. Did you speak the "Beechley"?

A. We spoke the "Beechley" a considerable distance to the nor'ward.

Q. I asked you what other vessels you spoke on the voyage up between St. Lawrence before arriving at Nome?

A. You mean from the time I left Unalaska?

A. Yes.     Q. The "Umatilla" on June 14th.

Q. Where?

A. In the ice about south—southwest of Cape Romanzof.

Q. Proceed, then, with the vessels you spoke and the date you spoke them and their position. [349]

A. And the steamer "Beechley"—that was on Sunday. Have you a calendar handy?

(Witness handed calendar.)

A. June 28th, German steamer "Eutin"; June 23d, spoke the "Eutin" and "Beechley" to the northward of St. Lawrence Island, between that place and Nome; I can't state the distance from either place, or the longitude or the latitude and longitude—the exact place. I spoke the steamer "Corwin" on June 30th, in the vicinity of the "Beechley"—yes, I think that is right.

(Deposition of Andrew J. Henderson.)

Q. How long did you lay at anchor in Nome, after entering before making a southerly return trip?

A. We don't enter.

Q. I mean after coming into the port of Nome—you don't enter the Custom-house?

A. We arrived at Nome the morning of July 2d and left early in the afternoon of the same day.

Q. On any particular mission?

A. To assist the British steamer "Beechley," which was ashore in the vicinity of Cape Rodney, and returned to Nome the evening of July 4th.

Q. Where did you sail after that?

A. On July 10th we sailed south in search of the steamer "Ohio"—hold on, no, it wasn't the 10th; we left on the 9th; we were anchored on the 10th, to northward St. Lawrence Island.

Q. Under what circumstances, or at whose solicitation, did you leave the port of Nome in search of the "Ohio"?

Judge DuBOSE.—Object to that, as it makes no difference at whose solicitation he went.

The COURT.—Objection overruled.

A. I can't recall that I went under the solicitation of any particular person. I don't know whether Mr. MaManus is postoffice inspector or railway clerk; he asked me if I wouldn't go out and get the mails and [350] take him along.

Q. Had you any instructions at that time from the War Department?

A. I had no instructions from any department.

Q. Pursuant to the solicitation of Mr. McManus,

(Deposition of Andrew J. Henderson.)

connected with the United States Mail Service, what, if anything, did you do with reference to going out to the "Ohio," or in search of the "Ohio"?

A. I told Mr. McManuse that if he would get an order from Washington, from the authorities at Washington, for the "Ohio" to deliver the mails to me I would take him out.

Q. Was such order secured?

A. Not at that time; no, I never saw any authority at all.

Q. At a later date was any such order secured?

A. Mr. McManus informed me that telegraphic authority arrived from the Second Assistant Postmaster General the day after we sailed.

Mr. FULLER.—I object to the question and answer as to whether or not any authority was secured, as being hearsay, and move to strike out the answer.

The COURT.—The answer may be stricken out as hearsay testimony.

Q. Pursuant to the solicitations and representations of Mr. McManus, connected with the United States Mail Service, what, if anything, did you do with reference to proceeding in search of the "Ohio" and attempting to secure the United States mail?

A. Well, I would say that I was not influenced at all by the solicitations of Mr. McManus.

Q. What did you do?

A. Nothing at his solicitation. [351]

Q. What did you do in reference to proceeding in search of the "Ohio," with the Revenue Cutter "Thetis"?



(Deposition of Andrew J. Henderson.)

A. I left here on July 7th to search for the "Ohio."

Q. When, if at all, did you find the "Ohio"?

A. Found the "Ohio"—I want to ask a question—when did we get in with the "Ohio"? Did we arrive here the 11th?

Q. Morning of the 11th, 3:15 A. M., the morning of the 11th of July.

A. I want to get this exactly right—if we left here the 7th, we were due off St. Lawrence Island the 9th; we must have left here the 7th, then. I would like to have that point clear before we go ahead.

Q. The "Ohio" got in here the morning of July 11th. Q. We must have left here the 7th—

Q. I am not sure.

A. I want to qualify that answer so as to get the exact date.

Q. It is immaterial so far as this hearing is concerned.

A. I think it was the 7th; we were due there the 9th—spoke the "Crook" the 8th; we spoke the "Ohio" at anchor early in the morning of July 10th.

Q. Had you any trouble in locating the "Ohio" immediately?

A. Yes, we steamed considerable distance before we found her.

Q. Had you known of the "Ohio's" exact position, how long would it have taken you, sailing time, from the port of Nome to where the "Ohio" was finally picked up?

A. About—I should judge—about 20 hours.

(Deposition of Andrew J. Henderson.)

Q. Approximately, how many hours was the "Ohio" from the port of Nome on the sailing course that could have been taken at that time?

A. I can only answer that by stating approximately how far she was on the course we followed when we came in.

Q. Very well, that will do. [352]

A. That was about 135 miles, approximately; may have *ben* more.

Q. State whether or not the "Ohio," when you found her, was in company with any other vessel.

A. The Revenue Cutter "McCulloch"; she was anchored close by.

Q. How far was the "Ohio" anchored from the ice floes when you picked her up?

A. Approximately 25 miles.

Q. Anchored in the open sea? A. She was.

Q. Approximately in what position in reference to Northeast Cape of St. Lawrence Island?

A. That would be mere guesswork to state that from memory; I could not say.

Q. She was lying to the eastward of St. Lawrence Island?

A. Yes, she was anchored about northeast by east, a half east, approximately, from St. Lawrence Island. We also spoke on the trip from Unalaska to Nome the American bark "W. B. Flint," of San Francisco.

Q. How many years have you been coming into Bering Sea? A. Five years.

Q. You know approximately the size of the steam-

(Deposition of Andrew J. Henderson.)

ship "Ohio"? A. Yes, sir.

Q. How far can an observation be taken from the crow's-nest of the "Thetis" at sea?

A. Well, I would like to have you put that a little more explicit; what kind of an observation do you refer to if you mean how far can we see the horizon—

Q. (Interrupting.) Yes, put it that way in the first place—

A. Well, we could see probably the masts of a ship 20 miles—depends altogether on the height of the object we are looking at and the state of the atmosphere.

Q. Would you be able from the crow's-nest of the "Thetis" to make observations and study ice conditions in [353] Bering Sea when lying 25 miles off the pack? A. No, decidedly not.

Q. Do you know how long the line of the ice pack, approximately, had continued to be in a position 25 miles northerly from where you had picked up the "Ohio"?

A. Well, the ice was moving practically all the time.

Q. In what direction?

A. Various directions—influenced by the current and wind.

Q. You didn't encounter any severe northerly wind on the voyage up that would cause the ice to flow to the southward, at this season of the year?

A. Oh, yes.

Q. To any appreciable extent?

A. Oh, yes, we had very strong—fairly strong



(Deposition of Andrew J. Henderson.)

northwesterly wind, and the ice was moving to the southward.

Q. During your experience of five years in Bering Sea waters, state whether or not there was ever a current in the spring of the year from the Arctic Ocean through Bering Straits into Bering Sea. I refer to ocean currents—current of the water.

A. There is no regular current to the southward at that time, to my knowledge.

Q. The flow of the current is from Bering Sea into the Arctic Ocean, through Bering Straits at all times, is it not?

A. No, I don't think so. I know of instances where vessels have undoubtedly experienced southerly currents.

Q. You attribute that to the natural flow and trend of the current, or heavy northerly winds from the Arctic Ocean, through Bering Straits?

A. To local conditions—wind.

Q. Now, when you picked up the steamship "Ohio" on the [354] morning of the 10th, what was the condition of the weather—foggy or otherwise? A. Not foggy at that time.

Q. In attempting to locate the "Ohio," what signals did you give, if any, from time to time?

A. None at that time.

Q. Where was Captain Conradi at the time you first spoke the "Ohio," that is, personally?

A. You refer to June 19th or July 10th?

Q. July 10th.

A. He was on the Revenue Cutter "McCulloch."

(Deposition of Andrew J. Henderson.)

Q. He flagged you from the "McCulloch," do you recall? A. No, he didn't flag us.

Q. He didn't?

A. No. The "McCulloch" endeavored to signal us, but the signal was not understood on account of the sun being in our eyes.

Q. Did you board the "Ohio"? A. I did not.

Q. Did you send any of your officers aboard the "Ohio"? A. I did not.

Q. Did you send any word to the "Ohio"?

A. I was told by an officer of the "Ohio" that Captain Conradi was aboard the "McCulloch."

Q. Did you have any conversation with Captain Conradi aboard the "McCulloch"?

A. No, sir.

Q. None whatever? A. None whatever.

Q. What statement, if any, did you make to the deck officer of the "Ohio" with reference to your mission? A. None.

Q. What statements, if any, did you make to the deck officer aboard the "Ohio," or to Captain Conradi, with reference to your mission in locating him?

[355]

A. Do you mean at any time?

Q. Yes, sir.

Q. I told Captain Conradi in an interview on the "Thetis" on the morning of July 10th that unless he followed us into Nome I would take the United States mails from him, *also* of his passengers as I could carry.

Q. What, if anything, did you intend to do with



(Deposition of Andrew J. Henderson.)

reference to the other passengers that you could not carry on the first voyage?

A. I said nothing whatever in regard to them.

Q. Up to that point of that conversation state whether or not Captain Conradi had refused to follow you into Nome, on your request.

A. Captain Conradi, in the course of conversation, told me that he would not enter the ice.

Q. Did he state his reasons?

A. He stated that he had positive orders from his company not to do so.

Q. Under no conditions to put his vessel into the ice on this trip?      A. I so understood him.

Q. Who was present at that conversation?

A. Mr. Wm. McManus, Captain George M. Daniels of the "McCulloch," I think, was present a portion of the conversation; I don't know just what part he heard and what part he did not. I am inclined to think, though that he came down after this portion of the conversation had taken place.

Q. Did you ever hear a conversation at that time between Captain Daniels of the "McCulloch" and Captain Conradi with reference to urging him to proceed into Nome with the passengers and mail?

A. Not a word; Captain Daniels did not say a word to Captain Conradi in my presence. [356]

Q. Did you hear a conversation between Mr. McManus of the mail service and Captain Conradi with reference to bringing the mail into Nome?

A. I think I did about all the talking on that occasion; I would not permit Mr. McManus to make any



(Deposition of Andrew J. Henderson.)

demands on a ship I commanded.

Q. You had spoken the "Ohio" on previous dates?

A. Yes.

Q. Had you not requested him to follow you into Nome when you came in on your first trip, or your initial trip, we will call it, at about the time the "Beechley" followed you in?

A. Yes, sir. The "Beechley" never followed me in.

Q. She started to?

A. No, the "Beechley" never started to follow us.

Q. What conversation did you have with Captain Conradi at that time with reference to following the sutter into Nome?

Judge DuBOSE.—He is speaking of the 28th of June.

A. About the 27th of June, I think it was, on or about the 27th of June.

Judge DuBOSE.—The 28th, the log shows.

A. I am quite sure I didn't have any conversation on the 28th. The day before, he asked me to wait until the 28th before starting; we had no conversation on the 28th.

Q. At that time state whether or not you complied with his request by laying by until the next day.

A. I did.

Q. And what previous arrangements had you made, if any, as to what signals you were to give him prior to weighing anchor and leaving for Nome?

A. At his request I agreed to wait until four o'clock the next morning before starting for Nome.

(Deposition of Andrew J. Henderson.)

Q. Did you do so? [357]      A. I did so.

Q. What signals, if any, did you give him when you was ready to start for Nome?

A. None to my knowledge.

Q. What understanding, if any, existed between you and Captain Conradi with reference to his following you at that time?

A. Well, he agreed to follow me.

Q. State whether or not he weighed anchor and attempted to follow you at that time.

A. He weighed anchor at that time and followed us for a distance.

Q. At about what distance?

A. From one to five miles.

Q. How far were you from the ice pack at the time you weighed anchor at that time?

A. That would be mere guesswork for me to state.

Q. Can't you approximate it?

A. I wouldn't like to say whether it was 25 or 35 or 40 miles; it was some distance; it took us some time to get up there.

Q. How close was he to you when you met with the pack?

A. When we met with the pack I should judge he was 4 or 5 miles astern of us.

Q. When did he about ship and sail the other way with reference to the time you met the pack?

A. He stopped some distance astern and didn't come up to the pack at all.

Q. How far astern, approximately?

A. I should judge four miles.

(Deposition of Andrew J. Henderson.)

Q. How long before you were out of sight of the "Ohio"?

A. The "Ohio" turned and steamed to the southward; I paid no attention as to the time she passed out of sight.

Q. At that time you would think she was 4 miles from the [358] pack when she turned and steamed southerly? A. Every bit of four miles.

Q. Returning, Captain, to the morning of the 10th when you picked up the "Ohio," you had no trouble at that time in proceeding right into Nome?

A. The "Thetis" had none whatever.

Q. The "Ohio" followed you?

A. At very slow speed; at times we had to stop in order to work around the ice.

Q. She got into Nome without any damage, whatever? A. I understood so.

Mr. SCHOFIELD.—That is all.

Cross-examination.

(Questioned by Judge DuBOSE.)

Q. What is the "Thetis" character—iron, wood or steel? A. She is a wooden ship.

Q. Is she especially built for the ice?

A. Especially built and sheathed for the ice.

Q. It would be much more dangerous to take a steel ship like the "Ohio" into the ice than it would be the "Thetis," wouldn't it?

A. Undoubtedly.

Q. Did the "Thetis" get hurt on this trip at all?

A. Not to my knowledge.

Q. In fact, *is it* pretty hard to hurt the "Thetis,"



(Deposition of Andrew J. Henderson.)

isn't it, in the ice, if you are careful?

A. If you are careful, you are not as likely to be hurt as an iron or steel ship.

Q. The morning of the 28th of June, you say, the "Beechley" didn't follow you—she went alongside of you, didn't she?

A. The "Beechley" never followed us into the ice; the [359] "Beechley" did follow us for a distance from where she was in the ice pack towards Northeast Cape St. Lawrence Island. He spoke the "Thetis" and asked me what course he should steer; I had previously told him, I think, on the 28th of June, that it was my opinion that he would get into Nome by following the ice pack around to the westward and get into open water.

Q. After the "Beechley" weighed anchor on the morning of the 28th of June she proceeded on her voyage, except when she was stopped by ice, until she arrived in Nome, didn't she?

A. I am not sure whether it was the 29th of June or the 30th of June when the "Beechley" followed us to the southward. (Cor.) After looking it up I am sure it was the 30th.

Q. The date that you left here was the same date that the "Ohio" weighed anchor and went near the ice pack?

A. No, not at all. The date that the "Beechley" followed us to the southward was the date that the "Corwin" appeared.

Q. Are you certain about that?

A. Yes, I am absolutely positive about that.

(Deposition of Andrew J. Henderson.)

Q. The morning of the 28th day—it was the 28th instead of the 27th that you left there and came to Nome for the first time?     A. Yes.

Q. The “Ohio” weighed anchor and followed you near the ice pack?     A. Yes.

Q. What became of the “Beechley”?

A. The “Beechley” was up ahead in the ice when we sighted her.

Q. What was she doing—standing still?

A. She drifted.

Q. When did you lose sight of her that day?  
[360]

A. We made fast to the ice very close to her and was in sight of her all the day; we filled our water-tanks and boilers with fresh water.

Q. You didn’t go into the ice on that date?

A. Not on that date.

Q. You stopped going into the ice that day?

A. We stopped and made fast to the ice and filled our tanks up with water. We had a good opportunity to do so and needed it.

Q. Did you move into the ice the next day? That would be the 29th.

A. The evening of the 29th I think we moved up into the ice.

Q. What did the “Beechley” do?

A. Remained where she was.

Q. How far did you go on the evening of the 29th?

A. We went up into the ice, I should judge, a distance of 8 or 10 miles.

Q. On the 30th what became of the “Beechley”

(Deposition of Andrew J. Henderson.)

and what became of you?

A. We went to the southward and the "Beechley" followed us to the vicinity of St. Lawrence Island; we spoke the bark "W. B. Flint." (Cor.) Then the "Beenchley" stood to the westward and we went to the northward and easterly.

Q. How many miles did you travel on the 28th of June, about?

A. As I said before, I could not tell whether it was 35 or 40, or more or less.

Q. Was that on your course towards Nome?

A. That was on our course towards Nome.

Q. How far did you travel on the 29th?

A. Not appreciably.

Q. What did you do?

A. I think it was the evening of the 29th or the morning of the 30th that we went up into the ice 8 or 10 miles, [361] and the part we went on the 29th and the part we went on the 30th I don't know.

Q. How far did you go on the 30th on your course towards Nome?

A. On the 29th and 30th, I say, we went approximately 10 miles.

Q. How far did you go the 31st?

A. There wasn't any 31st of June.

Q. The 1st of July?

A. On the 1st of July we were hunting in company with the "Corwin" for the "Ohio."

Q. You were hunting in company with the "Corwin"? A. Yes.

Q. What became of the "Beechley"?



(Deposition of Andrew J. Henderson.)

A. The "Beechley" went to the westward June 30th.

Q. Towards Nome?

A. In an effort to go around the ice pack, around to Nome; she did that the 30th, I think.

Q. You lost her the 30th?

A. We didn't see her after the 30th.

Q. You didn't see her the 1st at all?      A. No.

Q. Then where did you go the 2d of July?

A. The 2d of July we arrived in Nome, early in the morning of the 2d of July.

Q. Did you follow the "Corwin" or did the "Corwin" follow you in?

A. No, sometimes we were beside of each other and sometimes she was ahead of us—we didn't follow the exact track that the "Corwin" did. (Cor.) We would have come whether the "Corwin" had been there or not.

Q. Now, the day that you first left, the 28th, left the "Ohio," did he say he would follow you as long as he saw fit to do so, or something of that kind?

A. Not to my knowledge; no. [362]

Q. You would know it if he did tell you so?

A. Yes, certainly. I told Captain Conradi there was no use in lying down in clear water; there was no way to tell what about the conditions were, what to do. The only way was to go up to the ice, to get up to it.

Q. When you went back you talked to Captain Conradi?      A. On the 10th of July.

Q. When you saw him in the cabin; that was the

(Deposition of Andrew J. Henderson.)

only conversation that you had with him?

A. I had conversations with him in the cabin, on the deck and in the chart-room.

Q. That was on your boat?      A. Yes.

Q. Did you tell him you knew where there was a passage to Nome where he could get through?

A. I showed him on the chart the passage we made coming to Nome and the track we followed going from Nome south.

Q. He told you that he would follow you?

A. Said he would follow.

Q. He did follow you, didn't he?

A. He did follow, all the way?

Q. And came to Nome?      A. Yes.

Q. You have been here five years, you say, in Bering Sea? Did you ever see as much ice as there was this year in the five years at the same time of the year?

A. No; I never heard of anyone who ever saw it.

Q. Captain, isn't it a fact, from your experience in the Bering Sea and as a master of a revenue cutter, that an iron or steel ship has no business bucking ice in the Bering Sea?

A. No iron vessel, in my estimation, has any business bucking ice in the Bering Sea, or anywhere else, if it is heavy ice.

Judge DuBOSE.—That is all. [363]

Redirect Examination.

(Questioned by Mr. SCHOFIELD.)

Q. You say you took water from the *flow*, about what date?

(Deposition of Andrew J. Henderson.)

A. I think it was the 28th of June.

Q. Why didn't you go back to Dutch Harbor for water—for shore water?

A. There was no necessity; I had taken water from the ice twice before. I make it a practice of taking water from the ice whenever it is possible. It is the best water you can get.

Q. There is always an opportunity of getting water from the floe?

A. Not always; you have to be careful.

Q. There was this year?

A. Yes. You have to test it and see that there is not any salt water in it—you have to test it and get fresh water—pure water.

Q. Isn't it a fact that this year, on the first sailing coming to Nome, that *ship's* could secure fresh water from the floes, under ordinary circumstances?

A. I think they could this year, but possibly not ordinarily. The ice was much heavier than we generally find.

Q. You say that the "Thetis" and "Corwin" came into Nome together, but you didn't follow the same track. How far were you apart?

A. From one to three miles.

Q. You found quite an open lead coming in to Nome at that time?

A. Good workable leads, all the way.

Mr. SCHOFIELD.—That is all. [364]

Recross-examination.

(Questioned by DuBOSE.)

Q. Isn't it a fact that there are no currents in the



(Deposition of Andrew J. Henderson.)

world as uncertain as in Bering Sea, from your experience as a sailor?

A. I wouldn't *way* that, but I will say that practically nothing is known of the currents of Bering Sea.

Q. And it is so officially stated in the Government reports?      A. I think so.

Redirect Examination.

(Questioned by Mr. SCHOFIELD.)

Q. For that very reason, Captain Henderson, if you were bringing a vessel to Nome and came up to the ice pack, the most natural thing in the world to do would be to lay by that pack and wait for a lead or opening in *t* through the ice pack by reaçon and by virtue of these variable currents in the Bering Sea?

A. Not necessarily so. It is a very easy matter when on soundings to determine at any time what direction the ice is moving.

Q. If you were coming to Nome, wouldn't you lie by the pack and watch it rather than sail away from it?

A. I would stay by the pack to ascertain what it was doing.

Re-recross-examination.

(Questioned by Judge DuBOSE.)

Q. At the same time, if there was nothing doing with the pack, it wouldn't make any difference whether you lay 10 or 15 miles away or right near it?

Mr. SCHOFIELD.—I will admit that if there was nothing doing it wouldn't make any difference.

[365] but there is always something doing in the

ice. A. No, not necessarily.

Judge DuBOSE.—That is all.

Mr. SCHOFIELD.—That is all.

(Deposition closed.)

Read, corrected and signed this 28th day of July, 1908.

(Signed) A. J. HENDERSON.

Mr. SCHOFIELD.—I will ask leave at this time, if the Court please, to amend the libel to correspond to the proof and the allegations of Anna N. Casey and Samuel Keene, alleging special damages in each instance, thereby making the allegations correspond to the proof offered.

Mr. FULLER.—The claimant objects to the amendments being permitted at this time, for the reason that it introduces entirely new causes of action—in the case of Samuel Keene the claimant specially objects on the ground that the witness *himself* testified that he was employed by a company, and that he was a member of the company, and that he also was a shareholder in whatever monies the company made during the time of his employment—

(After argument.)

The COURT.—The amendment wherein the libellant Keene asks for damages at Five Dollars per day will be allowed—that is, his personal wages at Five Dollars per day.

Mr. FULLER.—The claimant objects to any portion of the amendments being allowed.

The COURT.—Objection overruled, and the amendments are allowed. [366]

It is agreed that the amendments may be made by



interlineation, or by pasting the said amendments upon the margin of the original libel.

Mr. SCHOFIELD.—I desire now to offer in evidence the public record which is on file in the U. S. Customs Office, and will substitute a copy therefor, of the ship's manifest of the SS. "Ohio" on her first voyage from Seattle to Nome, leaving Seattle on the 1st of June and arriving in Nome on July 11th, 1908, in particular that portion of the manifest showing the exact cargo of provisions carried in cargo to the merchants in Nome, the purpose being to show that there was no reason why the passengers should have been put upon two meals a day, or short rations for any period of time.

The COURT.—As I recall Mr. Reed's testimony, he covered that point, did he not?

Mr. FULLER.—The claimant objects to its introduction on the ground that it is simply incumbering the record, it having already been covered in the testimony on behalf of libelants, that the cargo of the SS. "Ohio" consisted principally of merchandise and provisions carried to the merchants in Nome.

The COURT.—The offer is denied upon the grounds that it is cumulative, the point having been covered in the testimony on behalf of libelants.

Mr. SCHOFIELD.—With that understanding, I will withdraw the offer of the ship's manifest.

(Offer withdrawn.)

Mr. SCHOFIELD.—The libelants rest their case in chief, your Honor.

(Libelants rest.) [367]



[Endorsed]: No. 110-A. C. C. Crooks et al. vs. SS. "Ohio" and the White Star S. Co. Testimony. Vol. 1. Filed in the Office of the Clerk of the District Court of Alaska, Second Division, at Nome. Jan. 13, 1912. John Sundback, Clerk. By ———, Deputy. [368]

Mr. FULLER.—On behalf of claimant, at this time I ask that the libel be dismissed as to all the libelants except those who have appeared in this case, to-wit: Lawrence S. Kerr, Samuel Keene, Mrs. A. N. Casey, Mrs. Crooks, Capt. Beveridge and Wm. A. Boyce.

There has been no proof offered as to any damages sustained by any of the libelants except those I have just named, nor in fact in regard to any contract with the SS. "Ohio" for transportation for any of the other libelants.

Mr. SCHOFIELD.—If the Court please, the pleadings allege that all of the libelants named in the libel were passengers on board the "Ohio." The answer of claimant admits that each and every one of these persons were aboard the SS. "Ohio" as alleged in the libel, and that they made the voyage from Seattle to Nome. The answer of the claimant also admits that all of these libelants were put upon short rations for the period of one week, or two meals per day.

(Argument.)

The COURT.—The motion to dismiss the libel is denied.

Mr. FULLER.—To which claimant notes an exception.

Thereupon the claimant offered the following testimony, to wit:

**Claimant's Case.**

Mr. FULLER.—I first offer the deposition of E. J. Burke, Chief Steward of the SS. "Ohio," reading as follows:

**[Deposition of E. J. Burke, for Claimant.]**

Deposition of E. J. BURKE, chief steward of the SS. "Ohio," taken before A. J. Beecher, a Notary Public in and for the District of Alaska, at the offices of Dudley DuBose, Esq., corner Kester Way and Main street, Nome, Alaska, commencing at the hour of 10:30 A. M. on the 16th day of July, 1908. [369]

E. J. BURKE, a witness on behalf of the respondent, being first duly sworn by the notary to tell the truth, the whole truth and nothing but the truth, testified as follows:

(Questioned by DUDLEY DuBOSE, Esq.)

Q. What are your initials, Mr. Burke?

A. E. J.

Q. How old are you?      A. 43.

Q. What position do you occupy on the steamship "Ohio"?      A. Chief steward.

Q. How long have you occupied that position?

A. From April.

Q. From April what year?      A. 1908.

Q. How long have you been a steward on a vessel?

A. The last position, about four years with the Boston Steamship Company, steamer "Tremont," running to the Orient.

Q. How long have you been a steward, altogether, in your life?



(Deposition of E. J. Burke.)

A. On and off in the business in different positions about eighteen years.

Q. You sailed on the eighteenth voyage of the steamship "Ohio" from Seattle on the 1st of June, 1908, to Nome, arriving here on July the 11th, did you not? A. Yes.

Q. I believe you said that you occupied the position on that voyage of chief steward?

A. Chief Steward.

Q. What are the duties of a chief steward on a vessel?

A. To care for the passengers on board as to food and their proper requirements, and the cleanliness of the ship—that is, in his charge—the rooms. [370]

Q. Before you left Seattle did you make provision or requisition for the provisions for this voyage?

A. Yes, sir.

Q. How much did you take in reference to time? How much provisions did you take? how long would it last you?

A. Estimating for 500 passengers, for 10 days, and estimating for 200 on the return voyage.

Q. How long did your provisions last you on this voyage?

A. That is hard to answer, because some of our provisions run out, and I have some yet aboard the ship that I started with.

Q. How long before you went into the cargo?

A. I think it was about the 18th, but I wouldn't be sure of that. Those things I do not take any jotting of, as those things are always entered up in the log.



(Deposition of E. J. Burke.)

Q. Did you notify the captain when you were getting short of meat?     A. Yes, sir.

Q. That was on the 17th of June. The log shows it was on that date.

A. I think that is correct, sir.

Q. At that time you notified him there was a shortage on board of fresh provisions. Did you have any other meat at that time?

A. Yes; both pork, veal and mutton.

Q. What is a usual trip up here?

A. 10 days, I estimated for, sir.

Q. Did you have more than enough for the usual trip?

A. In my opinion I had a great deal more. So much so I asked the port steward if I could have his permission to sell things left over at this end.

Q. You did have his permission to sell?

A. Yes, sir.

Q. On the 28th day of June, the log shows that the captain instructed you to give two meals a day?  
[371]

A. Yes, sir.

Q. For how many days did you follow those instructions?

A. I could not answer that, quite, sir; but it was seven or eight days.

Q. You looked up the matter yesterday, didn't you?     A. In regard to the cut in the meals?

Q. Yes.

A. Yes; and then I didn't count the days; I just took out the bills of fare.

(Deposition of E. J. Burke.)

Q. For seven days?

A. Yes, sir. Whether it was seven or eight days, I wouldn't be sure.

Q. Look over those bills and see if they are the bills of those days. A. Yes.

Judge DuBOSE.—I introduce these bills in evidence.

Mr. SCHOFIELD.—No objection.

(Bills referred to hereto attached and made a part of this deposition, marked A-1 to A-16, incl.)

Mr. FULLER.—At this point I desire to offer these bills of fare in evidence, and ask that they be copied into the deposition.

Mr. SCHOFIELD.—No objections.

(Claimant's Exhibit A-1 is as follows:)

**[Claimant's Exhibit A-1.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Master.

Sunday, June 28th, '08.

BREAKFAST.

Oranges

Cracked Wheat

Grape Nuts

Codfish Tongues and Sounds with Pork Scraps

Fried Bacon

Boiled Potatoes

Eggs—Boiled Fried Scrambled

Hot Cakes with Maple Syrup

Tea

Coffee

(Claimant's Exhibit A-2 is as follows:)

**[Claimant's Exhibit A-2.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Master.

Sunday, June 28th, '08.

DINNER.

Soup—Vegetable

Fish—Fried Smelts, Tartar Sauce

Entree—Macaroni with Cheese

Roast—Pork with Apple Sauce

Boiled—Corned Beef with Cabbage

Vegetables—

Sugar Corn

Boiled Potatoes

Entremets—

Rice Custard, Lemon Sauce.

Assorted Cake

Tea

Coffee

(Claimant's Exhibit A-3 is as follows:)

**[Claimant's Exhibit A-3.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Master.

Monday, June 29th, '08.

BREAKFAST.

Oranges

Boiled Rice

Force

Boiled Mackarel, Melted Butter

Fried Ham

Mashed Potatoes

Eggs—Boiled      Fried      Scrambled

Buckwheat Cakes with Maple Syrup

Tea

Coffee



(Claimant's Exhibit A-4 is as follows:)

**[Claimant's Exhibit A-4.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Monday, June 29th, '08.

DINNER.

Sliced Cucumbers

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Soup—Puree of Green Pea

Fish—Fried Halibut, Tartar Sauce

Entree—Ham Fairbole

Roast—Prime Beef, Brown Potatoes

Veal with Dressing

Vegetables—

Green Peas

Mashed Potatoes

Entremets—

Banana Pudding, Lemon Sauce

Fresh Fruit

American Cheese

Tea

Coffee

(Claimant's Exhibit A-5 is as follows:)

**[Claimant's Exhibit A-5.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Tuesday, June 30th, '08.

BREAKFAST.

Oranges

Boiled Rice

Fried Smelts

Fried Bacon

Eggs—Boiled

Fried

Scrambled

Boiled Potatoes

Hot Cakes with Maple Syrup

Tea

Coffee

(Claimant's Exhibit A-6 is as follows:)

**[Claimant's Exhibit A-6.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Tuesday, June 30th, '08.

DINNER.

Salad—Sliced Cucumbers with Onions

Soup—Puree of Green Pea

Fish—Boiled Halibut, Egg Sauce

Entree—Braised Cabbage Farcee

Roast—Veal with Dressing

Boiled—Pig's Head with Cabbage

Vegetables—Boiled Onions      Boiled Potatoes

Entremets—

Apple Tapioca Pudding, Raspberry Sauce

Assorted Cake      Fresh Fruit      American Cheese

Tea

Coffee

(Claimant's Exhibit A-7 is as follows:)

**[Claimant's Exhibit A-7.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Wednesday, July 1st, '08.

[374]

BREAKFAST.

Grape Fruit

Corn Meal Mush

Salt Salmon Bellies, Melted Butter

Eggs—Boiled      Fried      Scrambled

Fried Ham

Boiled New Potatoes

Hot Cakes with Maple Syrup

Tea

Coffee

(Claimant's Exhibit A-8 is as follows:)

**[Claimant's Exhibit A-8.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Wednesday, July 1st, '08.

DINNER.

Soup—Vegetable

Fish—Fried Smelts, Tartar Sauce

Entree—Curried Veal with Rice

Roast—Prime Beef with Brown Potatoes

Vegetables—

Boiled Cabbage

Boiled Potatoes

Entremets—

Rice Custard Pudding, Almond Sauce

Assorted Cake

Fresh Fruit

American Cheese

Tea

Coffee

(Claimant's Exhibit A-9 is as follows:)

**[Claimant's Exhibit A-9.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Thursday, July 2d, '08.

BREAKFAST.

Oranges

Boiled Rice

Grape Nuts

Boiled Mackerel, Melted Butter

Eggs—Boiled

Fried

Scrambled

Mashed Potatoes

Hot Cakes with Mable Syrup

Tea

Coffee



(Claimant's Exhibit A-10 is as follows:)

**[Claimant's Exhibit A-10.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Thursday, July 2d, '08.

DINNER.

Soup—Rice and Tomato

Fish—Fried Smelts

Entrees—Lambs' *Tounges* Vinaigrette

Roast—Pork with Dressing, Apple Sauce

Vegetables—Green Peas      Mashed Potatoes

Entremets—

Boiled Apple Roll, Hard and Lemon Sauce

American Cheese

Coffee

Tea

[375]

(Claimant's Exhibit A-11 is as follows:)

**[Claimant's Exhibit A-11.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Friday, July 3d, '08.

BREAKFAST.

Oranges

Corn Meal Mush

Force

Codfish Tongues and Sounds in Cream

Eggs—Boiled      Fried      Scrambled

Corned Beef Hash, Poached Egg      Boiled Potatoes

Hot Cakes with Maple Syrup

Tea

Coffee

(Claimant's Exhibit A-12 is as follows:)

**[Claimant's Exhibit A-12.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Friday, July 3d, '08.

DINNER.

Soup—Potage a la Boston

Fish—Salmon Croquettes, Anchovy Sauce

Entrees—Brown Benas Spanish

Roasts—Veal with Dressing

Vegetables—String Beans      Mashed Potatoes

Entremets—

Stewed Apples with Rice      Assorted Cake

American Cheese      Fresh Fruit

Coffee      Tea

(Claimant's Exhibit A-13 is as follows:)

**[Claimant's Exhibit A-13.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Saturday, July 4th, '08.

BREAKFAST.

Oranges

Boiled Rice

Grape Nuts

Boiled Mackarel, Melted Butter

Eggs—Boiled    Fried    Scrambled    Fried Ham    Mashed Potatoes

Hot Cakes with Maple Syrup

Tea

Coffee

(Claimant's Exhibit A-14 is as follows:)

**[Claimant's Exhibit A-14.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Saturday, July 4th, 1908.

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DINNER.

Soup—Gumbo a la Creole

Salad—Lobster with Mayonnaise

Queen Olives

Boiled—U. S. Ham with Cabbage

Entrees—Veal and Ham Patties

Roasts—Prime Ribs of Beef, Brown Potatoes

Pork with Dressing and Apple Sauce

Vegetables—Corn on Cob Mashed Potatoes

Entremets—

Plum Pudding, Hard and Brandy Sauce

Fresh Fruit Assorted Cake

Peached with Fresh Cream

American Rochefort and Swiss Cheese

Tea

Coffee

(Claimant's Exhibit A-15 is as follows:)

**[Claimant's Exhibit A-15.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Sunday, July 5th, '08.

BREAKFAST.

Oranges

Corn Meal Mush

Force

Fried Fresh Sole

Eggs—Boiled Fried Scrambled Fried Bacon

French Fried Potatoes Hot Cakes with Syrup

Tea

Coffee



(Claimant's Exhibit A-16 is as follows:)

**[Claimant's Exhibit A-16.]**

WHITE STAR STEAMSHIP COMPANY.

SS. OHIO.

C. G. Conradi, Commander.

Sunday, July 5th, '08.

DINNER.

Soup—Puree of Green Pea

Fish—Boiled Sal. Salmon Trout, Egg Sauce

Boiled—Corned Beef and Cabbage

Roast—Veal with Dressing

Vegetables—Boiled Onions      Mashed Potatoes

Entremets—Cabinet Pudding, Raspberry Sauce

Assorted Cake

Fresh Fruit

Pilot Bread

Soda Crackers

American Cheese

Coffee

Tea

Q. Have you a list of the provisions that you bought at Dutch Harbor?      A. Yes, sir.

Q. How much flour did you buy?

A. 2,000 lbs. [377]

Q. Was that all the flour that you could get there?

Mr. SCHOFIELD.—Objected to as leading, suggestive, and not the proper form of question.

Mr. SCHOFIELD.—I will withdraw that objection at this time, may it please the Court.

(Reads.)

“A. All we could get.

Q. Why didn't you buy more?

A. They hadn't any more to spare.

Q. Was it agreeable to the passengers or not that they should have two meals a day?

Mr. SCHOFIELD.—Object to the form of the question.

(Deposition of E. J. Burke.)

Mr. SCHOFIELD.—I renew that objection at this time, may it please the Court.

The COURT.—Objection overruled.

(Reads.)

A. I heard no objections raised; no complaint from any of the passengers.

Q. Was there anything taken away from the table by the passengers during these seven days?

A. Yes.

Q. There was?

A. It was so reported to me; of my own knowledge, I don't know.

Judge DuBOSE.—You may cross-examine.

Cross-examination.

Q. (Read by Mr. SCHOFIELD.)

Q. You were chief steward appointed at Seattle?

A. Yes, sir.

Q. By who were you appointed?

A. By Frank Waterhouse.

Q. Managing owner of the 'Ohio,' do you know?

A. I don't know. [378]

Q. He is manager of the White Star Steamship Company? A. Yes, sir.

Q. Is this your first trip into these waters?

A. No, sir.

Q. What other trips have you made?

A. I made two trips on the steamer 'Oregon.'

Q. What year? A. It was six years ago.

Q. In what capacity?

A. Chief Steward—Capt. Warner.

Q. Warner was master? A. Yes, sir.

(Deposition of E. J. Burke.)

Q. Anyone aside from yourself have anything to do in making up list of ship's provisions necessary for the trip?     A. No, sir.

Q. How many passengers did you have aboard on this trip?     A. Just a little over 400.

Q. How many over 400, do you recall?

A. No, I couldn't, sir.

Q. How many stowaways?     A. Five.

Q. How many men working their passage up?

A. That I couldn't tell you.

Q. Approximately?

A. Outside of the articles, none that I know of. They were all on the ship's articles. When you say a man is working his way up, do you mean on the articles?

Q. How many on the ship's articles?

A. 135 of a crew, the purser's list gave me.

Q. You are not positive that all the work-a-ways were on the ship's articles?

A. I am not positive.

Q. On the steamship 'Ohio' on the 18th voyage from Seattle [379] to Nome?

A. No, I would not be positive.

Q. It might be possible that there were men in your department that were working their way up? In the steward's department on the steamship 'Ohio' on voyage 18, that were not on the ship's articles?

A. I could not be positive as there were 85 in my department.

Q. You made provision for 500 people for 10 days?

A. 500 passengers; yes, sir.



(Deposition of E. J. Burke.)

Q. And in addition to that you made provision for 200 returning for about 8 days? A. Yes.

Q. When did you have to report first to the master that you were short of provisions?

A. The 17th or 18th; I would not be sure which.

Q. Of June? A. Yes.

Q. At that time your meats run out? A. Beef.

Q. How many tons of cargo were broached for use of passengers and crew on the voyage, if you know? A. That would include everything?

Q. Everything.

A. I haven't got it; I have a steward's report to make, and will attend to that matter going home.

Q. Did you take any meats otherwise than those consigned to Carsteens Brothers & Dashley?

A. Not that I am aware of.

Q. How much meat was used that was consigned to other parties, not of ship's supplies?

A. I could hardly tell you that straight off.

Q. Can you approximate it?

A. Yes; about 650 pounds a day from about the 18th. [380]

Q. 650 pounds from June 18th? A. Yes.

Q. You testified that you informed the captain that you were getting short of meats?

A. Yes, sir.

Q. Did you ever tell him that you were short of anything else?

A. I wouldn't be sure that I informed the captain of flour—of getting short of flour.

Q. You wouldn't be sure whether you did or not?

(Deposition of E. J. Burke.)

A. Or whether it went through the purser.

Q. You never informed him that you were short of flour?     A. The captain?

Q. Yes.

A. I told you I wouldn't be sure whether I informed the captain, or whether it come through the purser.

Q. Or whether the purser informed him?

A. Or whether the purser informed him.

Q. When did you first know that you were going to return to Dutch Harbor?

A. It was the morning—I can't tell the date, either—the captain called me up in his rooms about half-past three in the morning and asked me about the state of the provisions, and then told me he was going to return to Dutch Harbor; that was the day we started.

Q. Did he consult with you or the other officers of the ship with reference to returning, in your presence?     A. No, sir.

Q. What did he say at that time?

A. He asked me how many days' provisions I thought I had.

Q. Do you know where you were then?

A. No.

Q. Were you in sight of St. Lawrence Island?

A. I couldn't tell you that; that is one thing I never [381] bother my head about.

Q. Did you purchase the flour in Dutch Harbor?

A. With the purser.

Q. A ton of flour was all the flour you could pur-

(Deposition of E. J. Burke.)

chase at that time?     A. Yes, sir.

Q. How many vessels had you spoken in the meantime prior to sailing for Dutch Harbor?

A. Prior to sailing for Dutch Harbor?

A. Yes.

Q. I am not sure whether we had spoken the 'Northwesters' before or after.

Q. When did you first get in the ice?

A. I couldn't tell you.

Q. Were there not a number of vessels in that vicinity?

A. We saw the 'Yucatan,' I think it was.

Q. When?     A. I couldn't tell you the date.

Q. Did you apply to any of those vessels for provisions?

A. I have nothing to do with applying to them; no, sir.

Q. Up to this date no report had been made by you to the captain or purser of shortage in provisions?     A. Up to what date?

Q. The date prior to leaving back for Dutch Harbor; other than meat, a shortage of meat?

A. No, I don't think that I did.

Q. Were you ever in Unalaska?

A. I think I have been; I was running up here on the 'Dora' once.

Q. You know where Unalaska is from Dutch Harbor—just around the bend?

A. Yes, I have been there.

Q. What is the distance between Dutch Harbor and Unalaska?     [382]



(Deposition of E. J. Burke.)

A. I have been told twenty minutes. I never walked it to my *knowledg*. I think I went direct in the 'Dora.'

Q. Unalaska is a port so that deep sea vessels sail in there? A. Yes, sir.

Q. Did you apply at Unalaska for any flour?

A. No, sir.

Q. Do you know Captain Grey of Unalaska?

A. I don't.

Q. Did the 'Ohio' go to Unalaska on this trip?

A. No, sir.

Q. You made no application to Unalaska for provisions? A. I did not; no, sir.

Q. The ship didn't go in there at all?

A. No, sir.

Q. How long did the ship lay at Dutch Harbor?

A. About 18 hours, I would think.

Q. You think it is about 20 minutes' walk across the point from Dutch Harbor to Unalaska? How long would it take to sail from Dutch Harbor to Unalaska? A. I am not a navigator.

Q. How many miles is it around the water way?

A. I don't know.

Q. You know, as a matter of fact, it is less than 5 miles? A. I couldn't tell you.

Q. You don't know whether it is less than 5 or more than 100.

A. No, sir; that would not be truthful; I don't know whether it is less than 5; I do know it is less than 100.

Q. What would you say it is, approximately, the

(Deposition of E. J. Burke.)

sailing distance right from Dutch Harbor to Unalaska?     A. That I don't know.

Q. Can't you approximate it?

A. I wouldn't like to approximate it. [383]

Q. It isn't as far as from one end of Nome to the other, is it?

A. I don't know how far it is from one end of Nome to the other.

Q. Two and a half to three miles?

A. I never been the route.

Q. Now, when you sailed from Bering Sea to Dutch Harbor, you as chief steward of the steward's department of this vessel had made no complaint to the master on account of any shortage of provisions, other than beef?

A. I couldn't state exactly whether I put in the flour or not. I am almost positive I would have told him we were getting short of flour.

Q. That was the only thing you were short of?

A. We could scratch through otherwise.

Q. How far were you off the port of Nome at that time?

A. I haven't any idea; nothing but vague rumor.

Q. As chief steward, it was your duty to report to the master from time to time if provisions run short?     A. I did.

Q. Who ordered you to put the passengers on short rations—two meals a day?     A. The captain.

Q. Captain Conradi?     A. Yes.

Q. And you say that was on the 28th of June?

A. Yes.

(Deposition of E. J. Burke.)

Q. And they were maintained on short rations six or seven days?     A. Yes.

Q. Seven or eight days you testified, I believe. When did you reach Dutch Harbor on the way north?     A. The 4th.

Q. The 4th of July?     A. Yes, sir. [384]

Q. Who made up your menu cards aboard vessel?

A. I did, personally.

Q. These menu cards that you have produced here, the menu cards that were used in the saloon department of the vessel?

A. Yes, sir. The boy that looks after me returns two to me after each meal, to my room from the table.

Q. These do not apply to the steerage department?

A. No, sir.

Q. Did you have a plentiful supply?

A. Unlimited.

Q. Of these items listed on the menu cards during those days?     A. Unlimited.

Q. A person at table could call for a second helping, and receive it on this voyage?

A. Yes, and three or four of them; no limit.

Q. And had he called for it was he helped to his second calling?     A. Yes, sir.

Q. Positive of that?

A. If it was ever refused it was without my knowledge.

Q. You knew, chief, that is in a general way, that the cargo of this ship consisted of general cargo, provisions and so forth, destined to the port of Nome?

A. Yes.



(Deposition of E. J. Burke.)

Q. There was ample provisions on board, under your requisition made out in Seattle, to have given the passengers three meals a day, in the usual, customary and ordinary manner that other vessels of like class furnish on sailings from the port of Seattle to the port of Nome?     A. Yes, sir. [385]

Q. Your only reason for not furnishing three meals a day was because you was ordered not to do so by the master?     A. Yes, sir.

Mr. SCHOFIELD.—That is all.

Redirect Examination.

(Reads by Mr. FULLER.)

Q. The captain decided to go to Dutch Harbor after the interview with you that night?

Mr. SCHOFIELD.—Object to the form of the question.

The COURT.—Objection sustained.

Q. Did he decide to go before or after he had had that interview with you on the night of the 28th of June?     A. After the interview he decided.

Recross-examination.

Q. Did he state what he was going to Dutch Harbor for?     A. No.

Q. Did he say he had to go down there for coal?

A. That I could not remember.

Q. Would you recall it had he so stated?

A. I might.

Q. Did he or did he not state that he was going down there for coal?

A. I don't remember the coal.

Q. Did he or did he not state that he was going

(Deposition of E. J. Burke.)

down there for water?

A. I don't remember the water, either.

Q. Did he or did he not state he was going down there for provisions?

A. Provisions he did go for.

Q. That you are certain about?      A. Yes, sir.

Mr. SCHOFIELD.—That is all.” [386]

Redirect Examination.

(Continued July 17th.)

(Reads by Mr. FULLER.)

“(Questioned by Dudley DuBOSE, Esq.)

Q. You spoke yesterday of cutting the meals down from three to two?      A. Yes, sir.

Q. And gave the menu cards of the first-class passengers?      A. Yes, sir.

Q. Now, as to the steerage passengers, state how those two meals compared with the two similar meals prior to the time of cutting them down.

A. Well, as far as quantity was concerned, there was no cutting down in quantity, and the quality was a little superior. For instance, eggs in the steerage is a little unusual, and bacon, for instance. For instance, the meal would be, for breakfast, mush and milk, corned beef hash and boiled eggs; another morning vary it with potatoes; another morning corned beef hash might be cut and bacon supplied.

Q. What was it in the afternoon?

A. Supplied roast beef or boiled beef, fresh or perhaps salt, stewed fruit of some kind, and rice very often. I have if necessary, a bill of fare book.

(Deposition of Fred B. Tracey.)

Mr. DuBOSE.—That is all I wished to ask him.

Mr. SCHOFIELD.—No questions.

(Deposition of E. J. Burke closed.) [387]

Deposition of FRED B. TRACEY, taken before A. J. Beecher, a Notary Public in and for the District of Alaska, at the offices of Dudley DuBose, Esq., corner Kester Way and Main street, Nome, Alaska, commencing at the hour of 10:30 A. M., on the 16th day of July, 1908. (July 17th, 1908.)

Mr. FULLER.—I next offer the deposition of Mr. Fred B. Tracey, the purser of the steamship “Ohio” on the voyage referred to here.

(Reads:)

**[Deposition of Fred B. Tracey, for Claimant.]**

“FRED B. TRACEY, a witness on behalf of respondent, being first duly sworn by the Notary to tell the truth, the whole truth and nothing but the truth, testified as follows:

(Questioned by Mr. DuBOSE.)

Q. What is your name? A. F. B. Tracey.

Q. How old are you?

A. 40 the 3d day of August.

Q. What position do you occupy?

A. Purser of the steamship ‘Ohio.’

Q. How long have you been occupying that position? A. Since about the 1st of May.

Q. What year? A. This year.

Q. Did you come up on the voyage from Seattle to Nome leaving Seattle on the 1st of June, 1908?

A. Yes, sir.



(Deposition of Fred B. Tracey.)

Q. As the purser, is it your business to take *p* the tickets on the boat?      A. Yes, sir.

Q. Have you got the tickets with you?

A. Yes, sir.

Q. Please present the tickets of these libelants.  
[388]

A. I have all the tickets here, and I have checked up on my list what are wanted.

Judge DuBOSE.—I will introduce all of them in evidence.

Mr. SCHOFIELD.—No objection.

A. There are two different forms of tickets sold by different companies—one sold by the Alaska Steamship Company, and one sold by the White Star Steamship Company, but the conditions of the contract on the face of the tickets are just the same.

Q. These are the tickets that the passengers held?

A. Yes, sir.

Q. You took them up from the passengers?

A. Yes, sir. For some of these names in the libel the tickets are not here. They bought through tickets from Seattle to Fairbanks, and all I took from them was the stub, and the foreign tickets have gone to the Northern Commercial Company.

Q. Those through tickets—have they the same conditions?      A. The same.

Q. What are the conditions of the through tickets with reference to these?

A. The same reading exactly."

Mr. FULLER.—At this time I desire to offer these tickets in evidence, and ask that they be marked

(Deposition of Fred B. Tracey.)

the proper exhibit on behalf of claimant.

IT IS STIPULATED IN OPEN COURT by and between the proctors for libelants and claimant that all the tickets attached to the deposition of Fred B. Tracey are in form of ticket the same as the ticket of Samuel Keene, one of the libelants, and that the form of the tickets herein offereed may be considered the same as said ticket, and the copying of the said form of tickets may be waived by this stipulation, only [389] the name of purchaser, price paid, the date and by whom sold may be copied; the reading of the same are also hereby waived.

Cross-examination.

(Read by Mr. SCHOFIELD.)

Q. You haven't compared the tickets to know that to be a fact?

A. The conditions are all the same; printed from the same plate.

Q. All you know about it is in a general way?

A. Yes, in a general way.

Q. On the voyage in question you had nothing to do with the steward's department?      A. No, sir.

Q. No reporting to the master of the ship any shortage in that department?

A. No, sir. The steward reported to me—

Q. (Interrupting.) I am asking about you.

A. No, sir.

Q. You had nothing to do with reporting any shortage in that department?      A. No.

Mr. SCHOFIELD.—That is all.

(Deposition of Fred B. Tracey.)

Redirect Examination.

(Read by Mr. FULLER.)

Q. Who reported to the master the broaching of cargo? You? A. The taking of cargo?

Q. Yes. A. Yes.

Q. You reported that to the captain? [390]

A. Yes, sir. Because I had to have my manifest right.

(By Mr. SCHOFIELD.)

Q. The steward reported to you and you reported to the Master? A. Yes.

Q. And he entered it in his log?

A. And he entered *in* in his log.

(Deposition of F. B. Tracey closed.)”

Mr. FULLER.—I now offer these tickets in evidence, subject to the stipulation just entered in the record.

Mr. SCHOFIELD.—I have no objections to them being received in the form they have been stipulated they may go in.

(Ticket referred to marked Claimant's Ex. “B,” received in evidence, reading as follows:)

**[Claimant's Exhibit “B.”]**

Issued by White Star Steamship Company.  
Good for one First-Class Passage as indicated when properly signed and witnessed.

Ticket and Coupons attached, subject to limitations as specified thereon and to the following Contract which Purchaser agrees to. If punched for half-fare this ticket is good only for a child under



12 years of age. This ticket is void if not officially stamped.

This company may decline to honor this ticket unless signed by the Purchaser in ink, or if more than one date is shown, or if it shows alterations by erasure or otherwise.

This ticket is NOT TRANSFERABLE, and the holder will prove his (or her) identity as the original purchaser of this ticket by writing his, or her, signature, and by other means if necessary, when requested by Agents or Purser, otherwise it may be taken up, cancelled and full fare collected.

In selling tickets, coupons or orders over other lines in connection with this ticket and checking baggage hereon this Company acts as Agent and shall not be responsible beyond ship's side on its own line.

Coupons to be detached by Purser only.

Baggage liability is limited to wearing apparel only.

Each full ticket is allowed 150 pounds of Baggage free, and not exceeding \$100 in valuation, and half tickets in like proportion. All exceeding this *wight* and *vauation* will be charged for; but the Vessel, her owners or charterers shall not be held accountable for Merchandise, Notes, Bonds, Bullion, Documents, Specie, Jewelry or similar Valueables nor Stores to be [391] landed under the designation of Baggage unless Bills of Lading are regularly signed and freight paid thereon; & under no consideration shall the vessel, her owners or charterers be held responsible in case of loss of, or damage to Baggage for over one hundred dollars unless extra charge has been

paid on the excess valuation. In no case shall the vessel, her owners or charterers, be liable unless baggage is checked or placed in the custody of the purser or his assistants, and a receipt or check for the same be given by the purser or his assistants.

Should any occurrence prevent the vessel from leaving at the appointed time, the vessel, her owners or charterers shall not be held responsible for the maintenance of Passengers nor from any loss resulting from such delay; and in the case of the substitution of any other Vessel, the Company reserves the right to re-berth the Passengers by the Agents or Purser.

In the event of the loss or detention of the Vessel during the voyage, the vessel, her owners or charterers, shall not be held responsible for damage resulting from errors or faults in the management or navigation of the vessel, or accidents of navigation, or dangers of the seas; neither shall said vessel, her owners or charterers be under any obligation to forward passengers to their destination by any other conveyance or line, nor refund the amount of the passage.

If the purchaser of this ticket cannot, for any reason be safely landed at the port of destination, whenever the vessel arrives thereat, or before its arrival the same has been reasonably ascertained from inquiry from persons supposed to be informed, then the purchaser may be landed at the next Port which can be safely and conveniently reached by the vessel upon the then voyage, before or after the port of destination, and at which landing can be safely made,



and the master of the vessel shall be the sole judge of such port of landing, and the landing of the purchaser and his freight or baggage at such port shall be considered a full and complete compliance with this contract.

The Company is not responsible for care and maintenance of passengers at ports of transfer to connecting steamers or lines.

The holder of this ticket agrees that if he shall be injured or damaged by the doing of, or the failure or omission to do any act or thing by the Company, the vessel, or the officers or employees of either, he will make complaint thereof in writing to the master or purser of the steamer, stating the particulars in which he claims to be damaged or aggrieved, within twenty-four hours after the damage or injury has occurred. Failure to make such complaint shall operate as and be a waiver and relinquishment of all claim and demand for damages arising or to arise from, or which may be occasioned by any such act or default, or from the continuance thereof, and may be pleaded in bar of any suit or action brought to recover any such damages.

No Agent or Employee has any power to modify or waive in any manner any of the conditions named in this contract.

The purchaser of this ticket is requested to read the above contract before leaving the Company's office. If any of the clauses therein are found objectionable passenger's money will be refunded on surrender of ticket to ticket agent on date of purchase.



I agree to all the terms and conditions hereof.

(Signature) SAMUEL KEAN, Purchaser.

(Sign in INK)

Witness: B. SHAY, Ticket Agent.

In case of error on part of Agents or pursers, or question of doubt between purchaser and Agents or Pursers, pay latters claim, take his receipt, and all errors and irregularities reported to the General Office will receive prompt attention.

FRANK WATERHOUSE, President.

FORM W.S.A.E.

### IMPORTANT NOTICE—READ YOUR TICKET.

Worthless if Detached.

Seattle to Nome.

If Half

Good only on Steamer and Voyage. 1/2

and to cover accommodations Punch here

4442 as specified herein and Conditions

named in contract.

Baggage Checked.

SS OHIO. Room 203. Berth 3.

Voy. ....

Amt. ....

First Class.

Stamped on Back:

White Star Steamship Co. Seattle May 14, 1908.

The ticket of Samuel Kean was offered and received in evidence during the trial and marked "110-A. Croos vs. SS. Ohio. Filed Aug. 11, 1911. John Sunback, Clerk, by T. M. Reed, Deputy. Exhibit "K."

Mr. FULLER.—I next desire to read in evidence the deposition of H. H. Bodfish, taken on stipulation July 16th, 1908.

**[Deposition of H. H. Bodfish, for Claimant.]**

Deposition of H. H. BODFISH, taken before A. J. Beecher, a Notary Public in and for the District of Alaska, at the offices of Dudley DuBose, Esq., corner Kester Way and Main street, Nome, Alaska, commencing at the hour of 10:30 A. M., on the 16th day of July, 1908. (7/17/08) (Reads:)

“(Questioned by Judge DuBOSE.)

Q. What is your name?      A. H. H. Bodfish.

Q. How old are you, Captain?      A. 45 years.

**[393]**

Q. How long have you been a seaman?

A. 28 years.

Q. How long have you been a master of a vessel?

A. Thirteen years since I first took charge of a vessel.

Q. What line of vessels have you been on?

A. Whalers, entirely.

Q. During these 28 years where have you whaled?

A. I came around Cape Horn, and since then have sailed out of San Francisco every year, with the exception of 1904, coming to Bering Sea and the Arctic Ocean.

Q. How many summers and winters have you spent sailing in the Bering Sea?

A. All of the summers and winters, except the year 1904.

Q. How many summers have you been in the Bering Sea?

A. During that time I have put in eight winters—there was two and a half years intervening that I

(Deposition of H. H. Bodfish.)

didn't sail Bering Sea.

Q. How many winters have you spent in the Arctic?     A. Eight.

Q. What has been the custom in regard to the time you enter the Bering Sea on a whaling expedition in the spring?     A. As soon as we could get there.

Q. About what time was that?

A. Ranging from this present season, which was the earliest I ever struck the ice, on the 5th of April, to as late as the 20th of May.

Q. When you went into the Bering Sea, as a rule, how long did you remain in the Bering Sea each season before you went into the Arctic?

A. An average of the 20th of July; that might vary some years, I guess, a little earlier than that, and some even later than that. Once I recollect of not going until the first day of August. [394]

Q. You whaled in the Bering Sea in the early part of the season and then went north, as I understand it, to the Arctic?     A. Yes.

Q. How many years have you seen the ice in the Bering Sea in the spring?

A. I couldn't state exactly as to that.

Q. 16 or 17 years?

A. Oh, yes; I guess 20 years, probably. I left, I judge, the winter of 1890 and came back in 1892—there was '91 I wasn't in the Bering Sea. I left again in 1903 and never came back into Bering Sea until '06; that makes three seasons. Then I left in '97 and came back in '98—that makes four seasons; that was four years—up to that time I have been up



(Deposition of H. H. Bodfish.)

in Bering Sea— I have been up there wintering.

Q. Four years out of the 27. During those 23 years that you have been in the ice in Bering Sea, please state which was the worst year for ice that you ever saw.

Mr. SCHOFIELD.—Object to the question unless dates are fixed, and the points where the ice was encountered.”

Mr. SCHOFIELD.—I will waive the objection at this time, may it please the Court.

(Reads.)

“A. To the best of my recollection, the year 1884 and the present year are the two iciest seasons that I carry in my mind.

Q. What time did you come into the Bering Sea this year, captain?

A. Actual passage into the sea was on the 27th day of March, when I arrived at Dutch Harbor. [395]

Q. What time did you strike the ice in Bering Sea this year? A. 5th day of April.

Q. Where did you strike the ice?

A. Somewhere about southeast of St. George Island, in latitude 166.

Q. What ship were you in?

A. The ‘William Bayliss.’

Q. What position did you hold on that ship?

A. Master.

Q. How long did you stay in that ice, Captain, on the ‘William Bayless’?

A. From that date until I lost my ship.

Q. When did you lose your ship?

(Deposition of H. H. Bodfish.)

A. On the 5th of May.

Q. What caused you to lose your ship?

A. Being crushed in two floes of ice, the shore ice and what we call the Bering Sea ice.

Q. Were you in open water when the two ice floes came together?

A. No, I hadn't been in open water two days; hadn't moved voluntarily.

Q. After the two ice floes came together and crushed your ship, how long was she in sinking?

A. Less than 15 minutes; the exact time I don't know.

Q. After that, what did you do?

A. At the end of 17 hours, after being on the ice 17 hours, I arrived aboard the whaler 'Bowhead.'

Q. Where did you board the 'Bowhead'? Where did the 'Bowhead' go?

A. She stayed in the same position—only moved about half a mile voluntarily for about 15 days from that time; and then the ice opened so we could come up; and we came out through the pack and got into open water [396] within an hour or an hour and a half from that time after we left that place we were in open water at the north side.

Q. How long did you stay on the 'Bowhead'?

A. Until I arrived here.

Q. What date was that?      A. 21st day of June.

Q. Were you out at sea in the ice?

A. We were in Bering Straits, cruising around looking for whale; we went up to the Diomedes and

(Deposition of H. H. Bodfish.)

up to East Cape and down along.

Q. Are you familiar with the difference between Bering Sea ice and Arctic ice?      A. I think I am.

Q. Did you see any Arctic ice in the Bering Sea during this present season?      A. Yes, sir.

Q. How do you distinguish between Bering Sea ice and Arctic ice?

A. The difference in the weight and ice floes; by the height and thickness and hardness, and so forth.

Q. Which is the heavier and harder?

A. The Arctic ice, for the reason that it is old ice, and been floating around during the whole winter and didn't melt until spring comes on; and what we speak of as Bering Sea ice is mostly ice that is made during the months of March and April, and which only gets a depth of possibly 15, 18 or 20 inches,—perhaps two feet.

Q. Is there a difference in the color of the ice?

A. Yes, in the old Arctic ice.

Q. What is the color of the old Arctic ice?

A. It shows blue or green tints, according to where it is, and so forth.

Q. If, as you say, there was Arctic ice in the Bering Sea [397] in the month of June this year, when did it come through Bering Straits?

A. Last fall.

Mr. SCHOFIELD.—Objected to as assuming something not in evidence, and not proven.”

Mr. SCHOFIELD.—Objection withdrawn.

(Continuing.)

“A. When I came south last October, down to San



(Deposition of H. H. Bodfish.)

Francisco, I was stopped by the ice in Bering Straits, and on the west shore, in the middle of the night; and when I passed through the Straits on the 14th day of October I had to go between the Diomedes, in place of where the whalers ordinarily go, between the Diomedes and East Cape.

Q. Why couldn't you go there?

A. Because the place was full of Arctic ice.

Q. Which way was that ice coming—north or south?

A. It had been working south all the fall; I had to come 40 miles south of the Diomedes before I could swing to the west shore to land some natives that I had from there.

Q. What material is the whalers made of?

A. Wooden vessels.

Q. Which is the safer to go in ice with, a wooden vessel, or what is known as an iron vessel?

A. According to my experience—I never had any experience in an iron vessel—but I would say a wooden vessel by all odds.

Q. Why do you say that?

A. Because wood will give, crack and snap and still retain its position, while in an iron vessel there would be a hole punched through immediately.

Q. From your experience, do you think it would be safe or unsafe to take an iron vessel and buck ice in the [398] Bering Sea during June, 1908, and the first part of July, if the ice was Arctic ice, and in a solid pack?

Mr. SCHOFIELD.—Objected to as being a hypo-

(Deposition of H. H. Bodfish.)

thetical question, and no foundation laid for its introduction, and immaterial."

Mr. SCHOFIELD.—Objection withdrawn.

(Continuing.)

"A. Well, I can't answer the question.

(Question read.)

A. I should say unsafe, but not from experience.

Q. From your experience with the ice?

A. I should say unsafe.

Q. Were you on the survey of the steamship 'Beechley'?     A. I was.

Q. Do you know when she arrived in Nome?

A. On the morning of the 5th of July.

Q. What was the object of that survey?

Mr. SCHOFIELD.—Objected to for the reason that the survey is the best evidence."

Mr. SCHOFIELD.—I desire to renew that objection, your Honor, for the reasons stated in the deposition; the survey is the best evidence.

The COURT.—Objection overruled.

A. (Continuing.)

"A. For having a hole punched in her bow, and forward compartment being full of water, and also a leak under the boilers.

Q. Was that the result of the ice?

A. The hole in her bow was; it was so given to me by the captain of the ship.

Mr. SCHOFIELD.—Move to strike out the answer as not the best evidence." [399]

Mr. SCHOFIELD.—At this time I renew my objection and add the further objection that it is purely hearsay.

(Deposition of H. H. Bodfish.)

The COURT.—Objection overruled; motion denied.

(Continuing.)

“Q. Was she injured much?

Mr. SCHOFIELD.—I will withdraw that objection.

A. She had a large hole punched in her port bow.

Q. How long a hole?

A. The patch was 14 feet long that was put on the hole; the hole was not quite as long as that; probably 9 or 10 feet in length. The hole wasn't as large as that, but the plates were dented in. Also, damaged some on the starboard bow by her frame and plates bent.

Q. You saw them repairing it? A. I did.

Judge DuBOSE.—You may cross-examine.

Cross-examination.

(Read by Mr. SCHOFIELD.)

(Questioned by Mr. SCHOFIELD.)

Q. How many years have you been coming into this sea?

A. I have been up here 27 years; I have not been in this sea the whole 27 years.

Q. You have been coming up here off and on during a period of 27 years?

A. Four years of that time I think I have not been in Bering Sea.

Q. You have been a master of a vessel coming into Bering Sea for about 13 years? A. Yes.

Q. Always a whaling vessel?

A. Always a whaling vessel. [400]



(Deposition of H. H. Bodfish.)

Q. When do you ordinarily leave 'Frisco on a whaling vessel?

A. Between the 1st and 15th of March, generally. I left March 3d this year.

Q. You testified in your direct examination that from your experience, in the years 1884 and 1908 you had encountered the heaviest ice in Bering Sea?

A. And the most ice.

Q. And the most ice?

A. Yes; that was solely from observations, of course.

Q. Which side of St. Lawrence Island did you come in?

A. I started to come in to the eastward; I gave it up and turned around and went back again to the south of St. George's Island; I skirted the ice to the westward over to 174 east latitude, and worked through the ice up to where I lost my vessel.

Q. What longitude?

A. 63 deg. 36 min. north latitude, 174 deg. 51 min. west longitude.

Q. Did you file a Proof of Loss in this port?

A. I did, and protest.

Q. A protest and proof of loss on the 'Bayless'—the vessel was lost, as I understand you to say?

A. Yes.

Q. By virtue of having been caught between the shore ice and the floe on the Siberian coast?

A. Yes.

Q. At that time you were in the immediate vicinity of the 'Bowhead,' Captain Tiltan?      A. Yes.

(Deposition of H. H. Bodfish.)

A. 15th of May.

Q. You and your crew were rescued from the floe by the 'Bowhead'?

A. On the 16th. [401]

Q. You went aboard the 'Bowhead,' and remained there practically in the same position for a period of about two weeks? A. Yes.

Q. Then where did she go?

A. The ice loosened then so we worked our way through it, and got up into what we called the open water, which means we worked through the Bering Sea ice into the Straits, which is always our object, and we arrived the 3d day of June; we arrived at the end of the land.

Q. At Diomedes Islands?

A. No, at John Holland Bay, 8 or 10 miles of the place here known as Vladimir, Plover Bay.

Q. Now, where the 'Bayless' was wrecked, where was that point of the wreck with reference to the northeast cape of St. Lawrence Island?

A. I can't carry the latitude and longitude in my mind.

Q. Approximately?

A. St. Lawrence Island is 90 miles in length; I should say I was 180 miles from there.

Q. Westerly and north?

A. Pretty near west; I should say, somewhere probably 200 miles.

Q. On June 3d you were aboard the 'Bowhead' near Plover Bay? A. Yes.

A. Yes.

(Deposition of H. H. Bodfish.)

Q. How long did you remain there?

A. 12 or 14 hours.

Q. Then proceeded northward?

A. Then proceeded northward along the shore and stopped at Indian Point.

Q. Did you go as far north as East Cape before coming to Nome? [402]

A. Oh, yes, Diomedes, East Cape, and then went to Whalen, which is in the Arctic.

Q. When were you at Whalen?

A. Somewhere, as I carry it in my mind, about the 12th of June; we was as near as we could get for the ice floes.

Q. Then you skirted the Siberien coast as far as Whalen and back to the Diomedes?      A. Yes.

Q. You came from there to Nome?

A. The ship came to Nome.

Q. Did she come straight through?

A. We started to come to the north of Kings Island, encountered ice and kept to the westward of Kings Island, hauled up and struck ice, and so hauled to the south, and as I carry the recollection in my mind we were 30 miles south of Kings Island, and when we took to the ice and came through anyway; then we were stopped for 24 hours, tied up to the floes; had to move once or twice as they came together. We waited until the ice opened, and we crushed it through, butted a hole through in one small place and came out into open water on this side.

Q. And arrived in Nome on the 21st of June?



(Deposition of H. H. Bodfish.)

A. The evening of the 21st of June.

Q. In making that trip from the Diomedes you lay your course more to the westward than a straight-away course from Diomedes to Nome?

A. Sure; a straight-away course would come east of Kings Island.

Q. How far did you travel to the westward of Kings Island, approximately?

A. 10 or 12 miles; perhaps 15.

Q. Now, from your experience in handling vessels in the [403] ice in Bering Sea, isn't it a fact when you are laying to, hanging on to the ice floe, leads often open up and the ice changes suddenly?

A. Yes.

Q. In attempting to work your way northwardly through the ice pack, as an experienced mariner in charge of a vessel, would you lay to, close to the ice, or would you sail away some 8 or 10 or 15 miles or 20 miles, and anchor in open water?

A. Depends on circumstances.

Q. Calm sea, fair weather and an ordinary glass?

A. I should lay somewhere near the ice.

Q. Why?      A. To watch it.

Q. Can you watch ice from a distance of 10 miles from it with reference to the opening up of leads and ascertaining an opportunity to get through it?

A. I don't think you could.

Q. Now, you don't know what the conditions were on the 20th of June, with reference to Bering Sea ice, Arctic ice, or open water, at a point, say, 15 miles east of Northeast Cape off St. Lawrence Island?

(Deposition of H. H. Bodfish.)

A. I certainly don't; because I wasn't there.

Q. Then you could not testify as to what would be a proper course for the master of a vessel in that position to assume in attempting to reach Nome on a voyage at that time of the year?      A. No, sir.

Q. What season of the year does the current flow out of the Arctic Ocean onto Bering Sea, through Bering Straits?

A. The only way I can answer that question is, at the season of the year when the winds are in the right direction. [404]

Q. Does the current ever flow from the Arctic Ocean into Bering Sea?

A. That I can't answer, except during the time when I have been in Bering Straits.

Q. Isn't it a fact that all the Arctic ice that ever comes, comes from the Arctic Ocean through Bering Straits is blown down by the northerly winds?

A. It is caused by a long series of northerly winds, only perhaps twice in my experience up here, that was last fall and in 1885.

Q. How long did we have northerly winds last fall to bring ice into Bering Sea?

A. Practically, all fall.

Q. How far did the Arctic ice come into Bering Sea last fall?

A. I saw it 40 miles south of the Diomedes on the 14th day of October.

Q. Do you know when Bering Sea closed last year?

A. No, sir.

Q. When did you sail out of Bering Sea last fall,



(Deposition of H. H. Bodfish.)

and on what vessel? A. On the 'William Bayless.'

Q. When did you leave the sea?

A. I think it was the 26th of October. I arrived in San Francisco on the 7th of November and I was 13 days going from Dutch Harbor to San Francisco—13 from 7—that would be the 25th of October.

Q. Forty miles south of the Diomedes would put Arctic ice at that date at what point with reference to land east or west of Kings Island?

A. Pretty near the land. I called myself 15 miles from Kings Island when I got around the ice to the back of Indian Point to land my natives.

Q. Whether the ice proceeded any further from that time on until spring you don't know? [405]

A. No.

Q. When did you hold your survey on the 'Beechley'?

A. I arrived here on the 7th from Teller; I couldn't tell you now.

Q. Was it held before or after the ship was taken off the beach? A. After.

Q. You know, as a matter of fact, that the 'Beechley' ran aground on the Alaska coast a short distance above Nome, in a fog?

A. I know I have been told so by the Captain and lots of other people.

Q. That is a matter of general information?

A. Yes, a matter of general information.

Q. Your survey was held after the 'Beechley' had been aground for some considerable length of time, and a portion of her cargo jettisoned and the ship



(Deposition of H. H. Bodfish.)

pulled off the beach and steamed down to Nome?

A. Yes.

Q. You don't know of your own personal knowledge when this damage occurred with reference to which you were called upon as a member of a board of survey, *yo* ascertain her damage?

A. No, sir. All I know in regard to that is what I have been told.

Q. Do you know when the 'Beechley' went aground?

A. I don't. I have been told she was ashore for three days; I have been told she was pulled off the night of the 4th of July, so that must have put her ashore the 1st. She came in here the morning of the 5th; that is what I have been told by the master and told by other people.

Q. You never had any experience in sailing in iron ships in these waters, Captain? [406]

A. No, sir.

Q. Then you know nothing, Captain, with reference to what you would or would not have done, not knowing the conditions that surrounded the voyage of the steamship 'Ohio,' an iron ship, on the occasion in question? A. No, sir.

Mr. SCHOFIELD.—That is all."

Redirect Examination.

(Read by Mr. FULLER.)

"(Questioned by Judge DuBOSE.)

Q. If you were the master of the steamship 'Ohio' laying off 15 miles from East Cape St. Lawrence Island, and there was a solid pack or barrier of ice

(Deposition of H. H. Bodfish.)

between you and Nome, the 'Ohio' being an iron ship, would you attempt to buck ice with it?

Mr. SCHOFIELD.—Object to the question for the reason that it is assuming something not in evidence.

The COURT.—I have not heard any evidence to the effect that there was a solid pack or barrier of ice between St. Lawrence Island and Nome as yet. I will overrule the objection, however, at this time.

A. I don't think I should.

Q. From your experience in the ice, as the master of vessels, would you buck ice with an iron ship?

A. No, sir, not what I know as bucking ice.

Q. What do you call 'bucking ice'?

A. Going at it full speed or half speed, with the intentions of breaking it or shoving it one way or another.

Q. What you call bucking ice is cutting ice, isn't it? [407]

Mr. SCHOFIELD.—Objected to as leading.

The COURT.—Objection overruled.

Q. What do you call cutting ice with a boat?

A. I never heard that expression; it would be bucking ice.

Q. Bucking ice is breaking it?

A. Going at it with the intentions of breaking it, with my vessel, as I have done lots of times, full speed.

Q. Mr. Schofield was speaking of the current coming from the Arctic Ocean; this current also goes to the Arctic at times?

A. The natural trend of the current is north, run-

(Deposition of H. H. Bodfish.)

ning into the Arctic.

Q. Is that sufficient current to carry a large floe of ice into the Arctic?

A. At times as fast as four or five knots.

Q. An hour?      A. An hour.

Q. Suppose the latter part of June or the first part of July a boat the size of the 'Ohio' would get in the ice pack, and one of these currents would come along off Cape St. Lawrence Island, what would be the chances of her getting caught and going into the Arctic?

A. She would either go into the Arctic—and the probabilities are that she would go, if she wasn't crushed before she got there.

Recross-examination.

(Questioned by Mr. SCHOFIELD.)

Q. Were you ever caught in the ice with a ship and drift that distance without being able to get out through a lead?

A. I have drifted from Plover Bay to the Diomedes.

Q. At what time of the year?

A. During April and May. [408]

Q. Did you ever see the ice pack in all of your experience in the Bering Sea of such dimensions in the latter part of June that you would drift in the latter part from St. Lawrence Island through the Straits into the Arctic Ocean without getting into a lead that you could get out of it?

A. I never have, myself, personally.

Mr. SCHOFIELD.—That is all.



(Deposition of H. H. Bodfish.)

Re-redirect.

(Questioned by Mr. DuBOSE.)

(Read by Mr. FULLER.)

Q. Have you known of cases?      A. I have.

Re-recross.

(By Mr. SCHOFIELD.)

Q. What cases?

A. The steamer 'Jeannie,' the 'Portland' and the 'Nome City.'

Q. How far north did they go?

A. The 'Nome City' got out at the Diomedes.

Q. How far did the 'Portland' and the 'Jeannie' go?      A. Icy Cape.

Q. What time of the year?      A. In June.

Q. What time of the year?

A. During the month of June. I am just giving these things from hearsay; I didn't see either one of the vessels.

Q. Did you have it from hearsay that they were in there the latter part of June?

A. It was during that month that the 'Thetis' came and asked if I had seen them, and told me where they were.

Q. On that occasion is it not a fact that they sailed from the Port of Seattle on June 1st and were in there prior to the 12th of June?

A. They may have been; I saw neither vessel, and what I am telling now is hearsay, and I haven't any recollection [409] of the dates.

Q. Would you say from hearsay that it was as late as the 12th of June?

A. Yes, I should think so, as I carry it in my mind.

Mr. SCHOFIELD.—That is all.

(Deposition of H. H. Bodfish closed.)”

**Claimant's Exhibit “K.”**

List of Tickets. Form W. S. A. 1.

**FIRST CLASS.**

No.	Signature.	Ticket Agent.	Amt.	Room	Date
4436	V. H. Pierce	B. Shay		235	May 14/08
4437	L. R. Morris	B. Shay		235	“ “
4435	Albert Muller	B. Shay		232	“ “
4434	J. M. Hodson	B. Shay		232	“ “
4433	John Gunther	B. Shay		231	“ “
4432	J. Doddridge	B. Shay		231	“ “
4431	J. F. Smith	B. Shay		231	“ “
4430	J. M. Gilham	B. Shay		221	“ “
4429	F. H. Dobson	B. Shay		221	“ “
4428	A. B. Madley	B. Shay		221	“ “
4427	Geo. F. Kinne	B. Shay		217	“ “
4426	Wm. F. Hawkins	B. Shay		217	“ “
4425	Geo. Mitchell	B. Shay		217	“ “
4424	L. Hanson	B. Shay		213	“ “
4423	Geo. Kendrick	B. Shay		213	“ “
4422	B. H. Esch	B. Shay		213	“ “
4421	Geo. F. Browner	B. Shay		213	“ “
4420	Jas. McPoland	B. Shay		212	“ “
4419	J. Johnson	B. Shay		212	“ “
4418	Thos. Green	B. Shay		212	“ “
4417	Jas. Martin	B. Shay		212	“ “
4416	Mrs. W. Fournsugh	B. Shay		209	“ “
4415	W. Farnsaugh	B. Shay		209	“ “
4414	Miss Robin	B. Shay		208	“ “

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No.	Signature.	Ticket Agent.	Amt.	Room	Date
4413	Jeanette Corse	B. Shay		208	May 14/08
4412	J. C. Stephenson	B. Shay		227	" "
4411	Nelson Dunn	B. Shay		227	" "
4410	R. D. Pomery	B. Shay		227	" "
4409	Harry Graves	B. Shay		227	" "
4408	J. C. Redmon	B. Shay		202	" "
4407	Dr. A. Niele	B. Shay		226	" "
4406	J. B. Haven	B. Shay	\$75	226	" "
4404	Chas. Durkopp	B. Shay		211	" "
4403	S. W. Merrick	B. Shay		211	" "
4402	Geo. W. Wright	B. Shay	75	211	" "
3681	Josephine Nellis	B. Shay	75	208	" "
4149	E. F. Lampe	Geo. Hennond	100	20	June 1/08
4148	Mrs. S. Holzweig	Geo. Hennond	—	4	" "
4147	John Holzweig	Geo. Hennond	—	4	" "
4146	Mrs. I. Goldwein	Geo. Hennond	—	3	" "
4145	Ike Goldwein	Geo. Hennond	—	3	" "
4144	Mrs. J. Sullivan	Geo. Hennond	—	2	" "
4143	J. Sullivan	Geo. Hennond	—	2	" "
4142	Mrs. A. F. Elmore	E. F. Clarke	75	214	May 31/08
4141	A. F. Whitehead	Geo. H. Hennond	65	10	" "
4140	S. C. Adams	Geo. H. Hennond	100	8	" "
4139	Mrs. S. C. Adams	" "	100	8	" "
4138	Mrs. N. Howard	" "	75	201	May 31/08
4136	Claude Dobbs	E. F. Clark	100	23	" 30 "
4153	Anne Thiebault	" "	100	23	" "
4134	Mrs. G. Mitchell	Geo. Hennond	76	223	" "
4133	G. H. Mitchell	" "	75	223	" "
4132	Mrs. C. G. Mitchell	" "	37.50	223	" "
4131	C. L. Robinson	" "	75	214	" "
4130	Mrs. F. C. Dean	E. F. Clarke	75	204	" "
4129	Col. Weatherly	Geo. Hennond	75	228	" 29 "
4128	Fox Ramsay	" "	100	15	" "

[411]



No.	Signature.	Ticket Agent.	Amt.	Room	Date
4127	Weatherly Col.	Geo. Hennond	100	18	May 29/08
4126	C. H. Jones	Geo. S. Hennond	50	6	" "
4125	J. F. Sessions	" "	50	6	" "
4224	Mrs. A. L. Zipf	" "	50	14	" "
4123	Walter Flynn	E. F. Clarke	50	6	" "
4122	W. F. Tarker	" "	37.50	206	" "
4121	L. S. Kerr	" "	100	18	" "
4120	J. F. Parker	" "	100	20	" "
		Geo. F. Hen-			
4119	Mrs. —etter	nond	100	7	" "
4118	G. F. McCollouch	" "	75	230	" "
4117	C. J. Leeds	" "	75	230	" "
4116	H. F. Ashford	" "	75	230	" "
4145	J. P. Bush	" "	75	230	" "
4114	C. L. Morris	" "	100	7	" "
4113	John C. Blick	" "	100	5	" "
4112	Mrs. A. G. Walker	" "	100	27	" "
4111	A. G. Walker	" "	100	29	" "
4110	J. Garripa	" "	50	239	" "
4109	S. Thomas	" "	50	239	" "
4108	S. J. Sanguinetti	" "	50	32	" "
4107	E. W. Jones	" "	50	19	" "
4106	A. E. Zipf	" "	50	18	" "
4105	A. T. Lork	" "	50	238	" "
4103	E. P. DePue	" "	50	32	" "
4102	John OConnor	" "	50	229	" "
4101	Gus Heyne	" "	50	233	" "
4100	Geo. Rowland	" "	50	233	" "
4099	Math. Walsh	" "	50	237	" "
4098	D. Gonzales	" "	50	240	" "
4097	John O'Neil	" "	50	238	" "
4096	J. O. Hart	" "	50	237	" "
4095	J. P. R. Morrison	" "	50	239	" "
4094	Geo. P. Curry	" "	50	229	" "

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No.	Signature.	Ticket Agent.	Amt.	Room	Date
4093	Geo. W. Ross	Geo. F. Hennond	50	240	May 29/08
4092	M. C. Robbins	" "	50	240	" "
4091	F. M. Racey	" "	50	237	" "
4090	Jas. Crowley	" "	50	229	" "
4089	Ted Morrison	" "	50	234	" "
4088	Mrs. F. L. Brous	E. F. Clarke	75	201	" 28 "
4087	F. C. Dean	" "	75	204	" "
4086	A. Longoria	" "	75	207	" "
4085	James Trurin	" "	75	207	" "
4084	C. W. Long	" "	75	207	" "
4083	Mrs. S. Fentross	Geo. S. Hennond	65	216	" "
4082	R. T. Lamb	" "	65	216	" "
4081	Mrs. R. T. Lamb	" "	65	216	" "
4080	Geo. Mason	" "	75	210	" 27 "
3699	H. Dobson	E. F. Clarke	75	202	" "
3698	Pearl Garlick	Geo. S. Hennond	65	220	" "
3697	Mrs. Garlick	" "	65	220	" "
3696	Margaret V. Brady	" "	75	219	" "
3695	Mrs. M. McArthur	" "	75	214	" "
3694	Mrs. W. F. Tasker	E. F. Clarke	75	206	" 26 "
3693	W. F. Tasker	" "	75	206	" "
3692	Mrs. Mason	" "	75	201	" 25 "
3691	Walter Gaffney	" "	100	21	" "
3690	Chas. Estmere	Geo. Hennond	75	203	" "
3689	P. S. Bodin	" "	75	219	" "
3688	P. S. Bodin	" "	75	228	" "
3687	E. F. Fox	E. F. Clarke	75	228	" "
3686	John C. Peterson	" "	75	228	May 20/08
3685	Mrs. Peterson	" "	75	219	" "
3684	M. Morrison	" "	75	218	" "
3683	Sanese Vanst	G. H. Hennond	75	218	" 19
3682	Geo. Curby	" "	75	238	" 15
4479	J. Sliscovich	R. E. Wood	75	203	June 1

No.	Signature.	Ticket Agent.	Amt.	Room	Date
4478	Paul Hoff	R. E. Wood	55	239	June 1
4477	C. G. Brigg	" "	75	31	May 28
4476	Mrs. L. H. Prigg	" "	75	31	" "
4475	H. P. Gorin	B. Shay		226	" "
4474	Elsie Hendrix	R. E. Wood	75	31	" "
4473	Mrs. Casey	" "	75	26	" 29
4472	T. P. Christian	" "	50	24	" "
4471	L. A. Stenger	" "	50	24	" "
4470	Geo. M. Ashford	" "	75	210	" 29
4469	Geo. H. Reed	A. W. Prichard	—	25	" 28
4468	Mrs. R. W. J. Reed	A. W. Prichard	—	25	" "
4467	Mrs. M. McCather	R. E. Wood	75	26	26 "
4466	David F. Story	" "	75	226	" "
4465	Herman Cutler	W. P. Pritchard	100	17	" "
4464	V. Larson	" "	100	17	" "
4463	Sam J. Newman	Sam J. Newman	100	5	" "
4463	Wm. Whitsett	R. E. Wood	75	234	" "
4461	C. W. Kellar	" "	75	234	" "
4460	Alf V. Cohen	" "	75	202	" "
4459	Robert Morrison	W. P. Prichard	75	239	" 27
4458	F. W. Rooney	R. E. Wood	100	19	" "
4457	Ethel Strout	W. P. Pritchard	100	30	" 25
4456	Mary Green	" "	65	220	" "
4455	Mrs. C. C. Crooks	R. E. Wood	100	28	" 25
4454	C. C. Crooks	" "	100	28	May 25/08
4453	H. B. Barnett	W. P. Pritchard	100	12	" 22
4452	S. A. Kellar	B. Shay	100	16	" "
4451	J. B. Harris	" "	75	201	" "
4450	Eugenie Verdier	" "		215	" "
4449	Jeanie Chevalier	" "		215	" "
4448	Wm. F. Holzcher	" "	100	16	" "
4447	C. H. Wallace	" "	75	222	" "
4446	Wm. Spritt	" "	75	222	" "
4445	Mrs. Wm. Spritt	" "	75	222	" "



No.	Signature.	Ticket Agent.	Amt.	Room	Date
4444	E. B. Robinson	B. Shay	75	205	May 22, '08
4443	Mrs. Robinson	" "	75	205	" "
4440	Dm. Poole	" "		236	" "
4439	C. H. LeBolston	" "		236	" "
4438	C. H. Schenck	" "		235	" "

(Claimant's Exhibit "K." (List of Tickets.) Form  
W. S. A. #3.)

## STEERAGE.

No.	Signature.	Ticket Agent.	Amt.	Date.
3184	J. A. Gardiner	Geo. F. Hennond	35.00	May 19/08
3185	Davis Mellox	" "	35	" "
3186	J. S. Weaver	" "	35.00	" "
3187	J. H. Weaver	" "	35	" "
3188	B. H. Wile	" "	35.00	" "
3189	Ed. Magnusson	" "	35	" "
3190	M. Huderson	" "	35.00	" "
3191	Y. Masuda	" "	35	" "
3192	Christ Funke	" "	35.00	" "
3193	F. A. Morgan	" "	35	" 25
3194	C. Shinko	E. F. Clarke	35.00	" "
3195	Jack Dahl	Geo F. Hennond	35	" 26
3196	R. R. Trobridge	E. F. Clarke	35.00	" "
3197	W. Gangrive	Geo. H. Hennond	35.00	" "
3198	F. Gardiner	" "	35.00	" "
3199	G. E. McArthur	E. F. Clarke	35.00	" 26
3200	Chas. Gasser	" "	35.00	" 27
3201	Ira C. Brenton	" "	35.00	" "
3202	Frank Daniels	" "	35.00	" "
3203	Kenzi ORabe	Geo. F. Hennond	35.00	" "
3204	Kenpei O'Rabe	" "	35.00	" "
3205	A. Murison	" "	35.00	" "
3206	James Forsythe	" "	35.00	" "

No.	Signature.	Ticket Agent.	Amt.	Date
3207	Caeser Schmidt	Geo. F. Hennond	35.00	May 28/08
3208	S. Tozier	E. F. Clarke	35.00	" "
3209	J. Eckberg	" "	35.00	" "
3210	Ed. Johnson	" "	35.00	" "
3211	Fred Johnson	" "	35.00	" "
3212	M. C. Haven	" "	35.00	" "
3213	S. Hoskins	" "	35.00	" "
3214	Carl Peterson	Geo. H. Hennond	25.00	" 29
3215	E. W. Kinkade	" "	25.00	" 28
3216	C. Christerson	" "	25.00	" 28
3660	Geo. Michel	" "	25.00	" "
3661	E. G. Allphir	" "	25.00	" "
3662	C. E. Nawr	" "	25.00	" "
3663	F. M. Ring	" "	25.00	" "
3664	L. R. Polis	" "	25.00	" "
3666	J. P. Anderson	" "	25.00	" "
3667	C. J. Yates	" "	25.00	" "
3668	Max Berg	" "	25.00	" "
3669	G. R. Churchill	" "	25.00	" 29
3670	Victor Helberg	" "	25.00	" 28
3671	Max West	" "	25.00	" "
3672	Kverneland	" "	25.00	" "
3673	John Rogers	" "	25.00	" "
3674	Geo. Lampher	" "	25.00	" "
3675	E. N. Callett	" "	25.00	" "
3676	W. Harris	" "	25.00	" "
3677	John A. Snyder	" "	25.00	" "
3678	E. J. Bennett	" "	25.00	" "
3679	Otto Berg	" "	25.00	" "
3680	John Hesler	" "	25.00	" 29
3681	Gust Ericson	" "	25.00	" "
3682	G. J. Garvin	" "	25.00	" "
3683	J. J. Mason	" "	25.00	" "
3684	P. A. Simmons	" "	25.00	" "

No.	Signature.	Ticket Agent.	Amt.	Date
3685	Geo. F. Dormeyer	Geo. H. Hennond	25.00	May 29/08
3686	Geo. Mandy	" "	25.00	" "
3687	C. E. Goodwin	" "	25.00	" 28
3750	Fred Austin	" "	25.00	" "
3706	W. F. Pearce	E. F. Clarke	35.00	" 29
3707	John Erickson	" "	35.00	" "
3707	Oscar Engstrom	" "	35.00	" "
3709	J. Wieback	" "	35.00	" "
3710	Adolph Melinker	" "	35.00	" "
3711	Geo. Avery	Geo. Hennond	35.00	" "
3712	Frederick Perin	" "	35.00	" "
3713	Tom Steinenger	E. F. Clarke	35.00	" 30
3714	Z. Ikete	Geo. Hennond	35.00	" "
3719	E. Regner	" "	35.00	" "
3718	Andrew G. Taft	" "	35.00	" "
3717	W. S. Smith	" "	35.00	" "
3719	Tom Warsing	" "	35.00	" "
3720	E. P. Frey	E. F. Clarke		" "
3698	W. H. Phillips	" "	25.00	" "
3669	H. E. Jones	Geo. Hennond	25.00	" 29
3700	Harry Walton	" "	25.00	" "
3701	Will J. Rossiter	" "	25.00	" "
3702	Chas. Harris	" "	25.00	" "
3703	J. Sutherland	" "	25.00	" "
3704	Fred Ousby	" "	35.00	" "
3689	L. Larsson	" "	25.00	" "
3690	John Sullivan	" "	25.00	" "
3691	Emil Koch	" "	25.00	" "
3692	John F. Erhart	" "	25.00	" "
3693	Ralph Raphael	" "	25.00	" "
3694	C. W. Pilcher	" "	25.00	" "
3695	J. Deke	" "	25.00	" "
3669	Thomas Hurley	" "	25.00	" "
3697	_____	" "	25.00	" "



No.	Signature.	Ticket Agent.	Amt.	Date
3688	Thos. Day	Geo. Hennond	25.00	May 29/08
4654	M. D. Hauser	C. C. Root	35.00	" "
4953	M. A. Loudon	G. F. Newcomb	35.00	" "
4952	John Nelson	C. D. Root	35.00	" "
4951	R. P. McDonald	" "	35.00	" 30
4904	F. W. Rowley	R. E. Wood	35.00	" 27
4903	H. Bainbridge	" "	35.00	" "
4523	F. A. Kallfelz	H. J. Smith	35.00	" "
4522	Dan O'Leary	" "	35.00	" "
4521	Andy Cowan	" "	35.00	" "
4520	Henry Bern	" "	35.00	" "
4519	W. A. Wiese	" "	35.00	" "
4518	John Shafer	" "	35.00	" "
4517	George Gilbert	" "	35.00	" "
4516	P. Green	" "	35.00	" "
4515	Maxwell Dixon	" "	35.00	" "
4514	W. M. Carlson	" "	35.00	" "
4513	A. Johnson	" "	35.00	" "
4512	M. C. M. Jadison	" "	35.00	" "
4511	Arthur Bellemore	" "	35.00	" "
4510	H. Marks	" "	35.00	" "
4509	H. A. Sullivan	" "	35.00	" "
4508	A. Verviel	" "	35.00	" "
4507	Peter Franzien	" "	35.00	" "
4504	W. Warmutt	" "	35.00	" "
4503	Otto E. Nelson	" "	35.00	" "
4496	T. Lee	P. S. Lang	35	" 25
4495	A. M. Ax (his mark)	" "	35.00	" "
4494	Henry Holst	" "	35.00	" "
4493	Anthony Leopold	" "	35.00	" "
4492	J. O. Binder	" "	35.00	" "
4491	H. Ross	" "	35.00	" "
4490	Geo. McLanahan	" "	35.00	" "
4489	Hammond J. Ince	" "	35.00	" "
4488	Elmer Claussen	" "	35.00	" "

No.	Signature.	Ticket Agent.	Amt.	Date
4487	John Potee	P. S. Laing	35.00	May 25/08
4486	Fred A. Henton	" "	35.00	" "
4484	Chas. Spannare	" "	35.00	" "
4483	F. J. Mitchell	" "	35.00	" "
4482	E. C. Thohrstent	" "	35.00	" "
4481	Al Elstiger	R. E. Wood	35.00	" "
4480	James Pierce	" "	35.00	" "
4479	Fred Lane	" "	35.00	" "
4478	S. Stewart	" "	35.00	" "
4470	F. Morrison	G. F. Newcomb	35.00	" 19
4475	S. Yost	" "	35.00	" "
4474	H. C. Larson	" "	35.00	" "
4473	Wm. Greenberg	B. Shay	35.00	" "
4472	J. Yamanka	" "	35.00	" "
4471	x x x x	" "	_____	" "
4470	x x x x	" "	_____	" "
4469	x x x x	" "	_____	" "
4468	x x x x	" "	_____	" "
4467	x x x x	" "	_____	" "
4466	x x x x	" "	_____	" "
4465	x x x x	" "	_____	" "
4464	x x x x	" "	_____	" "
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4456	John Arnet	B. Shay	35.00	" "
4455	T. Mori	" "	35.00	" "
4454	Chas. Hari	" "	35.00	" "
4553	J. HHansaker	" "	35.00	" "
4452	K. Maseda	" "	35.00	" "
4451	Wm. A. Boyce	R. E. Wood	35.00	" 18

No.	Signature.	Ticket Agent.	Amt.	Date
3973	J. C. Forney	E. F. Clarke	35.00	May 18/08
3972	F. W. Gray	" "	35.00	" "
3971	John Selzer	Geo. Hennond	35.00	June 1
3970	A. Franklin	" "	35.00	" "
3969	Joseph Ross	" "	35.00	" "
3968	L. Melander	" "	35.00	" "
3967	Harry Maxwell	" "	35.00	" "
3968	Nikola Tomorisk	" "	35.00	" "
3965	Milich Plackovisk	" "	35.00	" "
3964	Mata Jarovisk	" "	35.00	" "
3963	TJuse Plackovisk	" "	35.00	" "
3962	M. Papovisk	E. F. Clarke	35.00	" "
3961	John Gluhairy	" "	35.00	" "
3960	James Scaler	Geo. Hennond	35.00	" "
3959	Emil W. Peters	E. F. Clarke	35.00	" "
3958	Peter Drashouch	" "	35.00	" "
3957	Woo Yan	" "	35.00	" "
3956	x x x x	" "	35.00	" "
3955	George Gold	" "	35.00	" "
3954	J. Sundquist	Geo. Hennond	35.00	" "
3953	E. Morgan	E. F. Clarke	35.00	" "
3952	W. D. Hyland	" "	35.00	" "
3951	J. Sutherland	" "	35.00	" "
3750	J. Pireck	Geo. Hennond	35.00	" "
3749	Theodore Kossage	" "	35.00	" "
3748	Ed. Phelan	" "	25.00	" "
3747	Frank Kallfelz	" "	25.00	" "
3746	G. E. Murphy	" "	35.00	" "
3745	D. Kinnear	E. F. Clarke	35.00	" "
3744	C. Carstens	Geo. Hennond	35.00	" "
3743	D. A. Gellathy	" "	35.00	" "
3742	Henri Anderson	" "	35.00	" "
3741	Henry Anderson	" "	35.00	" "
3740	F. Greer	" "	35.00	" "
3739	J. Edwards	E. F. Clarke	35.00	" "



No.	Signature.	Ticket Agent.	Amt.	Date
3738	Petarvin	Geo. Hennond	35.00	
3737	M. D. Reed	E. F. Clarke	35.00	June 1
3736	Martin Foss	Geo. Hennond	35.00	" "
3735	Victor Widing	" "	35.00	" "
3734	Otto Fosback	" "	35.00	" "
3733	Alfred Ostman	E. P. Clarke	35.00	" "
3721	C. J. Lorimer	Geo. Hennond	35.00	May 30
3720	Emil Snell	E. P. Clark	—	June 1
3731	C. M. Burns	Geo. Hennond	35.00	" "
3730	Denis Deasy	" "	35.00	" "
3729	E. Kohler	" "	35.00	" "
3738	John Carelick	E. P. Clark	35.00	" "
3727	Fruitaniich	" "	35.00	" "
3726	Max Mustanich	" "	35.00	" "
3725	A. S. Embree	" "	35.00	" "
3724	C. Brown	Geo. Hennond	35.00	" "
3722	K. Hirschbacki	E. P. Clarke	35.00	" "
3723	C. Cloppenburg	" "	35.00	" "

Mr. FULLER.—I next offer the deposition of THOMAS WILLIAMS.

Deposition of THOMAS WILLIAMS, taken before A. J. Beecher, a Notary Public in and for the District of Alaska, at the offices of Dudley DuBose, Esq., Kester Way and Main Street, in the Town of Nome, Alaska, commencing at the hour of 9 o'clock P. M., on the 22d day of July.

[Deposition of Thomas Williams, for Respondent.]

THOMAS WILLIAMS, a witness on behalf of respondent, being first duly sworn by the Notary, to tell the truth, the whole truth and nothing but the truth, testified as follows:

Direct Examination.

(Questioned by Mr. H. Y. FRIEDMAN.) [421]

“Q. State your name, Captain.

A. Thomas Williams.

Q. And your age? A. Fifty.

Q. What is your occupation?

A. Master mariner.

Q. How long have you been at sea? A. 38 years.

Q. How long have you been a master?

A. 17 years.

Q. Of what are you master at present?

A. The steamer ‘Beechley.’

Q. What kind of a boat is that?

A. A steamer of 6,500 tons burden.

Q. What kind of a boat is it, wood or steel?

A. A steel steamer.

Q. A steel steamer? A. All steel; yes, sir.

Q. In what service?

A. Ordinary freight steamer.

Q. What is the home port of that boat?

A. Belfast, Ireland.

Q. From where did you sail on your present trip?  
Nanimo, British Columbia.

Q. And to what port destined?

A. To Nome, Alaska.

Q. When did you leave the port of Nanimo?

(Deposition of Thomas Williams.)

A. I think it was the 12th of June; the 12th, I think it was; 11th or 12th, I don't remember exactly—say the 12th.

Q. When did you go through Unimak Pass,—approximately, Captain?

A. It would be about the 24th of June.

Q. Did you encounter any ice in Bering Sea?

A. Yes. [422]

Q. You did?

A. Encounter ice in Bering Sea? Yes.

Q. When did you encounter ice?

A. The first date I came in contact with the ice was the 27th of June.

Q. What kind of ice was that?

A. That was loose ice.

Q. Did you encounter any other kind of ice in Bering Sea? A. On the 28th I did.

Q. What kind of ice was that?

A. I reckoned that to be packed ice. I mean by that, it looked like icebergs, fast to each other; that is what I mean by packed ice.

Q. At what point was that?

A. That would be reaching—I would be in the middle, I should think, of Bering Sea, on a course from Nunivak Island direct up to Nome. Let me see, now—I can't tell you; I don't remember that very well.

Q. I asked you about where it was you struck the pack ice?

A. The packed ice—it was about 50 miles from Nome.



(Deposition of Thomas Williams.)

Q. About 50 miles from Nome?

A. Yes; south of Nome.

Q. That was the 38th?      A. The 28th of June.

Q. Was your vessel injured in any way on that trip?      A. Yes.

Q. How was it injured?

A. The bow was stove in by the ice, on both sides, on the 28th.

Q. On the 28th of June?

A. On the 28th of June.

Q. And what was the size of the hole or stove?

A. A plate was ripped clean out. The plate was about 10 feet in length, and 3 feet in width, and that was ripped [423] clean out.

Q. And what were the other injuries, if any?"

Mr. SCHOFIELD.—That is objected to as leading ang suggestive of the answer desired, and as assuming something not in evidence.

The COURT.—Objection overruled.

"A. That would be on the port bow, the other injuries would be denting the plates in and loosening all the rivets on the starboard side.

Q. Were there any other injuries?

A. Not to be seen at that time.

Q. Have any developed since?

A. Well, no; not as far as I can see.

Q. Were these injuries all caused by the contact of the boat with the ice?

(Objection waived.)

A. Just by the ice alone.

Q. Would you say, Captain, from your experience

(Deposition of Thomas Williams.)

in running through the ice in Bering Sea in the month of June, 1908, that it would be safe for a passenger boat with a steel hull, to go through that ice?"

Mr. SCHOFIELD.—I renew my objection, same as taken at the time of the taking of this deposition. I object to the form *i* of the question, that it is leading.

The COURT.—Objection overruled.

A. It would be impossible to go through it.

Mr. FREEDMAN.—That is all."

Cross-examination.

(Read by Mr. SCHOFIELD.)

"(Questioned by Mr. GEO. D. SCHOFIELD.)

Q. How many years' experience have you had in sailing Bering Sea on first trips from Seattle coming north? A. None, whatever. [424]

Q. This is your first trip?

A. This is my first trip; yes, certainly, so.

Q. Where did you meet the ice, latitude and longitude?

A. I can't give you that; I haven't taken that out of my log-book. I have only taken down the dates.

Q. When was it your ship struck the ice—the 28th? A. The 27th.

Q. That was the date you encountered loose ice?

A. Yes; that was the time she was stove in.

Q. When was your ship built?

A. Six years ago.

Q. In running through loose ice you stove your ship in, on the 27th?

A. In fog—remember it was in fog.

Q. What kind of a bell were you running under?

(Deposition of Thomas Williams.)

A. Slow speed.

Q. Slow bell? How far were you off Nunivak Island?

A. At this time, I should think, on the 27th, I should be about 100 miles north.

Q. How far were you off Northeast Cape, St. Lawrence Island?

A. That would be about 50 miles, I dare say.

Q. Still northerly?

A. No, that would be way to the west.

Q. You mean you would be to the eastward?

A. St. Lawrence Island would be to the westward of me.

Q. I meant where you were?

A. I was to the east of St. Lawrence Island.

Q. How far were you off Northeast Cape of St. Lawrence Island?

A. I should take that to be about 45 or 50 miles.

Q. How far were you northerly from Northeast Cape? A. Northerly? Let me see—

Q. I mean from a line east and west?

A. Thirty-five miles. [425]

Q. Thirty-five miles? Q. Yes.

Q. That was the first ice you encountered?

A. On the 27th, yes.

Q. Did you speak any ships that day?

A. Not on the 27th.

Q. When did you first speak the first ship, and what was she? A. The 'Thetis,' the 28th.

Mr. FULLER.—If your Honor please, beginning with this portion of the depositions, referring to the



(Deposition of Thomas Williams.)

meeting of the 'Thetis.' I object to it on the ground that it is not cross-examination, first, and second, because it has no bearing whatever on the matter of the 'Ohio,' and ask that it be stricken out of the record.

Mr. SCHOFIELD.—I object to its all being stricken from the record, because it is all leading up to the material point on the direct examination of this witness, wherein he says that it would be impossible for a passenger ship with a steel hull to get through the ice in Bering Sea, on the 28th of June.

(After argument.)

The COURT.—I do not think it is either proper cross-examination or material, and grant the motion that it may be stricken out.

(Portion of deposition stricken out, beginning with line 19 on page 9 of said deposition, to the end stricken, is as follows:)

"Q. The 'Thetis' had been to Nome at that time, hadn't she? A. I don't think so. [426]

AQ. Do you know whether she had or not?

A. No, I don't.

Q. When did you first speak the 'Corwin'?

A. I fancy it was the 28th—28th or 29th.

Q. Where did you speak her?

A. I was two days stopped; the 28th the ship was stopped all day, and the 29th the ship was stopped all day; that was Sunday and Monday, I was stuck in the ice.

Q. And you spoke the 'Corwin' which day?

A. I don't remember which day.

(Deposition of Thomas Williams.)

Q. It was either the 28th or 29th?

A. About that—28th or 29th.

Q. The 'Corwin' had been to Nome, hadn't she?

A. Yes.

AQ. And didn't Captain West, of the 'Corwin,' say to you 'Where are you going?'

A. No; he didn't ask me where I was going.

Q. And didn't he tell you at that time if you wanted to go into Nome to follow him? A. No.

Q. You are sure of that? A. Yes.

Q. You are as sure of that as you are all the rest of your testimony? A. Yes.

Q. He said nothing to you about piloting you into Nome? A. No.

Q. How long was it after that that you run aground up on the beach?

A. No; excuse me; I wasn't on the beach.

Q. Well, run aground?

A. I mean by 'beach' in the breakers, in the sand.

Q. Did you run aground with your ship on the way to Nome? [427] A. Yes, I did.

Q. Where?

A. Well, it will be 8 miles west of Sledge Island.

Q. Did you pick up Sledge Island before you grounded?

A. We thought we saw the land; we were not certain.

Q. Did you pick up Sledge Island before you grounded? A. We thought we did.

Q. When did you pick up Sledge Island?

A. That would be the 1st of July, I think; but mind

(Deposition of Thomas Williams.)

you now, there was a fog; remember it was foggy; if it was clear weather I wouldn't have been on the beach; that you can rely on.

Q. What time did you pick up Sledge Island, and from what point?

A. It was foggy; I didn't see it until next day, properly.

Q. How long did you sail after having picked up Sledge Island, before you grounded?

A. If I had picked up Sledge Island I would not have been aground.

Q. Then you didn't pick up Sledge Island?

A. Certainly not; we thought we saw it through the fog.

Q. Do you know where you were when you thought you picked up Sledge Island through the fog?

A. No; it was impossible for anybody to know.

Q. How long did you sail after you thought you picked up Sledge Island before you grounded?

A. I couldn't tell you that.

A. Approximately?      A. No, I couldn't.

Q. Your vessel insured in Lloyd's?

A. I suppose she is, as far as I know.

Q. You filed a protest when you arrived in Nome?

A. Yes.

Q. Have you extended it than as you filed it up to daye? [428]      A. No.

Q. Now, this hole that you stove in was stove in four—five days before you grounded, was it?

A. Yes.

Q. Did you take any water when you stove?



(Deposition of Thomas Williams.)

A. Yes; filled the compartment up.

Q. Forward hold?      A. No; peak.

Q. How far is it from where you stove back to your first bulkhead?

A. I should think it would be about 20 feet.

Q. What were you loaded with?

A. Coal and lumber.

Q. Consigned to whom?

A. The Northwestern Commercial Company.

Q. Now, what time did you go aground?

A. Approximately, it would be about 2:20 on the 1st of July.

Q. In the morning?      A. No; in the afternoon.

Q. In the afternoon?      A. Yes.

Q. You jettisoned part of your cargo?      A. Yes.

Q. Under what circumstances were you stove?

A. Now, I don't think I am giving answers to the right questions. He is asking me about my ship; I didn't agree to answer any questions about my own ship. I came here to answer about the 'Ohio.'

Mr. SHEPARD.—This cannot have any bearing on your case.

Q. You wasn't aboard the 'Ohio,' and didn't know anything about that ship? [429]

A. No, sir. Why do you ask questions about my ship?

Mr. SHEPARD.—They are seeking testimony on behalf of the 'Ohio' to show that it was dangerous for the 'Ohio' to come through the ice; they are trying to show that by the fact that you were stove in the ice. As you have testified about that, it is perfectly proper

(Deposition of Thomas Williams.)

under the circumstances to ask you how you stove.

A. I object to these questions. I will not answer any more of these questions. I will give my experience in Bering Sea ice; I think you have asked me too many questions now. That case don't bear on the 'Ohio' whatever. It is all about my ship. I haven't been asked one question by you about the 'Ohio.'

Q. You don't know anything about the 'Ohio'?

A. What am I here for?

Q. Under what conditions were you stove on this trip?

A. By ice, of course; I was stove in by ice.

Q. I want to know how you came to have your ship stove by ice on the 27th of June, 1908?

A. I have told you. *Whe* was stove in by reason of ice and foggy weather. Isn't that so?

Q. Now, you had no trouble from the time you was stove in in coming right along through to Nome, did you, or to the point where you grounded?

A. There was absolutely nothing else but trouble.

Q. You came through without any further mishap?

A. It was through my experience I did so; I had to run back 35 miles to get out of it.

Q. And then you turned and came back toward the ice after you had run 35 miles?

A. You haven't got it right at all; you are asking me questions that I can't answer. I ran back—I found I [430] couldn't get to Nome.

Q. On the 28th of June?

(Deposition of Thomas Williams.)

A. I couldn't get up to Nome, and I ran back 35 miles to St. Lawrence Island, and I worked my way through open leads and open water up to Sledge Island.

Q. And had it not been for the fact that you got into the fog and grounded you would have come right on to Nome at that time?

A. Certainly I would have come.

Q. The only reason your ship was stove in was from the fact that you were unfortunate in getting into the fog at the time you entered the ice; isn't that true?     A. Just so.

Q. Had you not been in the fog you would have brought your ship through safely to Nome on the last day of July, wouldn't you?

A. No; I can't say that; it is impossible to say.

Q. You grounded on the 1st day of July?

A. Yes, it was fog then.

Q. And had it not been for the fog?

A. I would have brought my ship to Nome; I understand that; that is straight.

Q. You would have brought her in safely without any damage to the ship?

A. I think I could have done it through open leads and open water.

Q. You found the open leads and found the open water to bring your ship safely to Nome?

A. Yes; by going that way.

Q. Now, the only reason that you suffered accident with the 'Beechley' on this strip was occasioned on account of the foggy weather?



(Deposition of Thomas Williams.)

A. The foggy weather; exactly so.

Q. And this was your first trip in Bering Sea?

A. First trip in Bering Sea. [431]

Q. Now, Captain, as a master mariner, and having made this trip into Bering Sea, and having brought your ship through safely, save and except the misadventure you had in the fog, what would be your judgment with reference to bringing in a ship at about the same time you brought your ship in, on clear days, and through the same leads or leads of a similar nature, and landing here in Nome safely, on the 1st day of July, 1908?

A. My experience is that the way that I came in it could come safely. The way that I came in, but now, it is clearly understood that I ran back to St. Lawrence Island and went to the westward, and came in from the west.

Q. You know all the ships lay off St. Lawrence Island? A. No.

Q. Don't you know that all the vessels lay off or in the vicinity of 15 to 40 miles of St. Lawrence Island when they come into Nome?

AA. Oh, yes; I was one of them.

Q. Now, as a matter of fact, don't you know that the vessels sailing to Nome on the first sailing always sail to the westward towards St. Lawrence Island?

A. Never knew it before.

Q. You don't know what the 'Ohio' met with from your position, on her trip in? A. No.

Q. Then you would not be a competent witness, either from your own knowledge of your trip in or

(Deposition of Thomas Williams.)

from your prior experience in first sailings into these waters, and encountering ice, as to whether or not the master of the 'Ohio' was either diligent or negligent in bringing his passengers and ship safely to Nome?

A. I think he was diligent. [432]

Q. You think he was not diligent?

A. I think he was diligent; conscientiously, I do.

(Question read.)

Mr. FREEDMAN.—Object to that form of the question.

Q. That question is based upon prior experience in these waters?

A. Certainly. I can see right through it now.

Q. Now, answer the question. Can you say, under that question, knowing nothing about the conditions that he met with, not being there, as to whether he was diligent or negligent?

A. I think he was diligent.

Q. Can you say that you know? Isn't that a guess?

A. No, it is not a guess. It is this way: you wasn't there, either, to start with.

Q. Neither was you?

A. I was in the vicinity somewhere; all of you gentlemen wasn't there, and consequently you can't know as much about the ice.

Q. Suppose he had sailed to the westward; couldn't he have brought his ship safely to Nome?

A. Suppose he had gone that way, how was he to know?

Q. This was your first sailing to Nome?



(Deposition of Thomas Williams.)

A. Yes.

Q. And had it not been for the fact that you stove your ship the first day when you met loose ice you would have landed your ship safely at Nome without a scratch?

A. If I had gone the way I did go? No, myself, I was fast for two days and I couldn't get out of it.

Q. You received no injury to your ship while you was fast?

A. Yes; a lot of injury; one propeller blade was broken off, two of the blades was nicked, the points of the blades broken off by the ice.

Q. How do you know? [433]

A. I saw them; from seeing them.

Q. Two blades were knocked off. Were you at anchor there?

A. No, I didn't anchor; we don't anchor to ice

Q. Would you consider it good seamanship to cast your anchor and anchor your ship, or an iron or steel ship in floe ice? A. No, sir, I don't.

Q. Then if *it proven* in this case *tha* the master of the 'Ohio' on the voyage in question cast his anchor, the 'Ohio' being an iron ship, and he being in floating ice, would you consider that good seamanship?

A. No, sir, I don't; on my part, no.

Q. If you were making a first voyage to Nome with a passenger ship, loaded with passengers, would you consider it good seamanship to run away from the ice and out of sight of it, in attempting to find a lead to come through?

A. Yes, I consider that good seamanship.



(Deposition of Thomas Williams.)

Q. You consider that good seamanship?

A. Yes.

Q. On what grounds?

A. On this ground: As near as I know, there was 500 passengers on that ship, and the master alone is in charge, and he is a responsible man and it ought to be left to him to judge the best road to go up to Nome; that is from my own experience.

Q. You would consider that he was exercising his best judgment in sailing away from the ice and getting out of its sight and coming to anchor in the open sea?

A. Yes, I do; really, conscientiously, I do.

Q. Would you consider that he was diligent in attempting to reach his destination, in such a course?

A. No; but he was protecting the lives of his passengers that he had on board that was under his charge. [434]

Q. You would consider that good seamanship notwithstanding other vessels passed by him while he was laying at anchor in the open sea, and came on through to Nome with their freight and passengers, without injury?

A. We must look at this thing in a *seamanlike* manner. Those ships found a lead while the 'Ohio' failed to find a lead.

Q. Could not the 'Ohio' find it by diligent search, as you did?      A. Possibly he could.

Q. How far did you have to sail to the westward to find this lead?      A. I ran back 35 miles.

Q. You ran back 35 miles on a southerly course?

(Deposition of Thomas Williams.)

A. Between south and west; say southwest; that brought me to Northeast Cape, St. Lawrence Island.

Q. How far did you sail westerly from Northeast Cape, St. Lawrence Island, before you found this lead? A. About 12 miles *on* a westerly course.

Q. And having found that lead you came on through it safely, and would have landed in Nome on July 1st had it not been for the fog?

A. I would.

Q. At the time you found this lead you had already been stove? A. Oh, yes.

Q. What, if anything, prevented the 'Ohio' from finding and sailing through the same lead?

A. Well, probably the man didn't find it; couldn't find it.

Q. When you discovered this lead you were in open water sailing westward?

A. I didn't discover it, but I was told that it was there [435] by the 'Corwin'; you know the 'Corwin' came to look for the 'Ohio.'

Q. And didn't the 'Corwin' ask you to follow him in when he found you?

A. No. That question I answered before. But I asked him, 'how did he come down from Nome,' and he told me he went that way. I never thought about going that way myself.

Q. You know the 'Corwin' spoke the 'Ohio,' didn't you?

A. No. He told me he was looking for the 'Ohio,' and he found me and the 'Thetis' out there; the 'Thetis' was alongside of me at the time.



(Deposition of Thomas Williams.)

Q. Where was the 'Ohio' at that time?

A. I don't know; I didn't see the 'Ohio' at all.

Q. If the 'Ohio' lay 15 miles eastward from Northeast Cape how close did you sail to her on your return 35 miles trip before you found this lead?

A. I didn't see the 'Ohio' at all.

(Question read.)

A. I can't answer that question; I don't understand it; I didn't see the 'Ohio' at all.

(Mr. Scofield makes rough sketch.)

Q. This is Northeast Cape?      A. Yes.

Q. The testimony of Captain Conradi was that he lay 15 miles off here. You say you went into this lead 12 miles to the westward of Northeast Cape?

A. I came up this way, and I came back this way. I passed the Northeast Cape about 8 miles off.

Q. Then he lay 7 miles further eastward?

A. Then I went to the westward and then I came up northward—like that. That was my course up here; I stopped here two days; the 28th and 29th, I think.

Q. Fifty miles south of Nome? [436]

A. Yes. I found I couldn't get up there this way; as far as I could see there was ice to the east and west. When the 'Corwin' spoke me I asked him, 'How did you get down from Nome?' He told me he started this way, and then came down this way, and then this way, and then he found me this way. (Illustrating on sketch made by Mr. Scofield.) He came to me right up there. I run from here 35 miles towards Northeast Cape, and run west about 12



(Deposition of Thomas Williams.)

miles, and then I started up towards Sledge Island. That was about 12 *mies* here. Then I ran north—northeast. I passed St. Lawrence Island 8 miles off.

Q. You went to the west of Sledge Island?

A. In that course; my compass was off and brought me there.

Q. On your return trip from the point 50 miles off Nome, when you ran 35 miles back, how far did you come from East Cape?

ZA. About 8 miles off this point, and then ran went 12 miles.

Q. And got into an open lead that brought you to Nome?

A. Well, open leads and open waters; of course, the course was a zig-zag all the way up.

Q. There was safe passage from that point clear into Nome?

A. It was loose enough so you could work your ship in it; it was impossible to make a course; you had to come up zig-zag on that course, which I did.

Q. What was the length of your ship?

A. 340 feet.

Q. You had no trouble in making the turns in coming in? A. Not in here.

Q. After you got into the open lead?

A. No; had no trouble at all. [437]

Q. You stove at a point about midway between Nunivak and St. Lawrence, or Northeast Cape?

A. Yes; on the 27th.

Q. And after that time?

(Deposition of Thomas Williams.)

A. I got into open water again up to about here; saw no ice whatever.

Q. After the 27th, notwithstanding the stove in your bow, you had no trouble in coming into Nome after the 28th—you had no further trouble?

A. No.

(Further cross-examination conducted by Mr. THOS. R. SHEPARD.)

Q. You stated, as I understood you, in the first part of your testimony that you encountered loose ice on the 27th?     A. The first day I saw it.

Q. And the solid pack on the 28th?

A. The solid pack on the 28th.

Q. You were stove by some loose ice on the 27th?

A. Yes.

Q. Then you still went forward to the edge of the solid pack?     A. I still proceeded north.

Q. When did you become fast in the solid pack?

A. The most of the 28th and 29th I was fast.

Q. Then it was the 29th or 30 that you made your backward run?

A. The 30th, I fancy, I made the start.

Q. When you speak of that solid pack you speak of it as icebergs altogether?     A. Yes.

Q. You don't mean that, do you, properly speaking? You know there is no icebergs in Bering Sea?

A. Oh, big pieces, something like a house or something of that sort, and piled together, and on top of one [438] another.

Q. You didn't see the 'Ohio' at all in the course of your trip?

(Deposition of Thomas Williams.)

A. No, I didn't see the 'Ohio' whatever.

Q. In your 17 years as a master of ships, what class of ships have you been master of?

A. The same kind as I am on now.

Q. Any passenger ships?

A. No; I have been an officer on passenger ships, not a master.

Q. You have never been a master of a passenger ship?     A. No.

Q. How long since you were on a passenger ship as an officer?     A. 1880.

Q. Since that you have had no experience on a passenger ship?     A. No, never as master.

Mr. SHEPARD.—That is all."

Mr. FULLER.—I desire to withdraw the redirect examination of the witness, along with the cross-examination which has been ruled out.

(Remainder of deposition of Thos. Williams is withdrawn.) [439]

Mr. FULLER.—Next offer the deposition of R. N. Hern.

Deposition of R. N. Hern, taken before A. J. Beecher, a Notary Public in and for the District of Alaska, at the offices of Dudley DuBose, Esq., Kester Way and Main Street, in the town of Nome, Alaska, commencing at the hour of 9 o'clock P. M., on the 22d day of July, 1908. (Reads:)



[Deposition of R. N. Hern, for Claimant.]

R. N. HERN, being first duly sworn by the notary to tell the truth, the whole truth and nothing but the truth, testified as follows:

(Questioned by Mr. FREEDMAN.)

“Q. State your name.      A. R. N. Hern.

Q. What is your age?      A. 31.

Q. What is your occupation?

A. Master mariner, is the British term; I don't know what you call it in America.

Q. How long have you been at sea?

A. Since '94; 17 years.

Q. How long have you been a master?

A. I have been master about five months.

Q. Of what are you master?

A. Of the British steamer 'Greenwich.'

Q. What is the tonnage of that boat?

A. Gross or net?

Q. Both?      A. 2,938 gross; 1,962 net.

Q. What kind of a boat is it as to construction?

A. That will puzzle you; she is a trunk steamer.

Q. Iron ship?      A. Steel.

Q. What size is it—how long?      A. 330 feet.

Q. In what service is she engaged now? [440]

A. Tramping.

Q. Tramp freighter?      A. Yes.

Q. What is the home port?

A. The port of registry?

Q. Yes, the port of registry?

A. London, England.

Q. From where did you sail on your present voyage?

(Deposition of R. N. Hern.)

A. We sailed from London on our present voyage.

Q. What was your last clearance port?

A. Ladysmith, British Columbia.

Q. What was your destination from Ladysmith?

A. Nome.

Q. When did you leave Ladysmith?

A. The 22d of June.

Q. When did you reach Inimak Pass, approximately, about? A. The first of July.

Q. Where did you go from there?

A. To North Cape, St. Lawrence Island. Of course, we passed Nunivak Island.

Q. To St. Lawrence? A. Yes.

Q. Did you stop there?

A. No; we never stopped; we passed the Northeast Cape at 10 o'clock on the 4th of July.

Q. Did you encounter any ice in Bering Sea?

A. No; we never encountered any ice until 3 A. M. —3:15 the 5th.

Q. That was at what point?

A. Thirty miles on a northerly course up to Nome right direct from St. Lawrence Island.

Q. Thirty miles from where?

A. On a course to Nome, to the northward of Northeast Cape. [441]

Q. Was your boat injured any?

A. Yes, we got a hole in her.

Q. How large a hole?

A. The hole was about 12 feet long and 2 feet wide, the hole itself, besides the dents.

Q. What other injuries?

(Deposition of R. N. Hern.)

A. We got one plate broken in the starboard side, two bent, two frames broken, two bent; three plates on the port side badly bent, and two frames bent.

Q. How did these injuries occur?

A. By the ice strikeing the ship and the ice floes, before we struck the ice pack.

Q. Before you struck the pack?

A. Nefore we struck the pack.

Q. When did you strike the pack?

A. 3:15 A. M. the 4th.

Q. Where?

A. Thirty miles to the northward of East Cape.

Q. And when did you reach Nome?

A. The 9th of July, 7 P. M.

Q. If you had it to do over again, would you come through that ice again?

Mr. SCHOFIELD.—Object to the question—conjectural, leading and suggestive.

The COURT.—Objection overruled.

A. No, sir; I wouldn't come through.

Q. What was the condition of the ice pack that you spoke of?

A. What sort of a condition do you mean?

Q. Describe it as near as you can.

A. We ran through small floes, separated about a quarter of a mile apart, for about three hours, or close to that, and we run right into the pack—we were stuck [442] until about 8 in the morning—8 hours.

Q. Were you enclosed by the ice?

Mr. SCHOFIELD.—Object to the form of the



(Deposition of R. N. Hern.)

question; leading and suggestive.

The COURT.—Objection overruled.

A. We ran right into the solid pack, and were closed in by eight o'clock in the morning of the same day we struck it; that was five in the morning.

Q. How long did you remain there?

A. We were there until 4 A. M. the 9th, when we got under way again; we tried to work through it but couldn't; the steamer wouldn't turn around, wouldn't back or do anything.

Q. Would you consider it good seamanship for the captain of a passenger boat, with a steel hull, to go through that ice that you came through?

Mr. SCHOFIELD.—Object to the form of the question as leading.

The COURT.—Objection overruled.

A. I am not able to give you an answer to that; it is nothing to do with me, what he sees fit to do with a passenger boat. There is no difference between a passenger boat and any other, as far as I can see.

Mr. FREEDMAN.—That's all.

Cross-examination.

(Read by Mr. SCHOFIELD.)

(Reads.)

(Questioned by Mr. SCHOFIELD.) This is your first trip into Bering Sea? A. Yes, sir.

Q. Personally you know nothing about how this year compares [443] with other years on first sailings for Nome?

(Deposition of R. N. Hern.)

A. Personally, what I have read and heard.

Q. Personally—I am not asking you what you read and heard.

A. Personally, I heard the ice clears out of Bering Sea by the middle of May.

Q. That is hearsay. I mean from your own personal experience—you don't know how the ice this year compares with other years? A. No, I don't.

Q. What latitude and longitude did you stove?

A. If you give me a chart I will give it to you.

Q. Where was it with reference to Nunivak Island?

A. I told you 30 miles northward of Eastcape on course bound to Nome.

Q. In a fog? A. No, clear weather.

Q. Running full speed? A. Slow.

Q. You say this was in floating ice and before you met the main pack?

A. Floating ice before I met the main pack.

Q. You stove on the starboard side?

A. She holed on the starboard side, damaged the port side.

Q. Did you strike a single, floating cake?

A. We struck several cakes, at least touched them, but didn't feel any shock.

Q. What kind of ice were you running in when you stove?

A. Running through field ice—floating ice.

Q. How long was it after you stove before you came to the main pack, as you term it?

A. Four hours.

(Deposition of R. N. Hern.)

Q. Did you take any water in the peak?

A. Filled the fore-peak. [444]

Q. How far is it from your stem to your first bulkhead forward? A. Thirty-five feet.

Q. What were you loaded with?

A. Sack coal.

Q. That was the only mishap that you had on the voyage in? A. That was the only mishap.

Q. Did you continue to sail on your course northerly after you stove? A. Yes.

Q. You met no other misadventure or mishap?

A. Only stuck five days in the ice; didn't do any more damage.

Q. The ship was not injured by virtue of being stuck in the ice?

A. No; we anchored in the ice.

Q. You say you anchored? A. Yes, sir.

Q. What direction was the ice floating at that time? A. Southwest.

Q. While you was at anchor did *you* bow ride to the northeast?

A. From the northwest to the northeast, right around.

Q. The ice was floating by the steamer to the southwest? A. The southwest.

Q. The pack then opened up and you proceeded on your way?

A. After five days it opened up and we came right through it.

Q. At what date did you cast anchor in sailing on your northerly course?



(Deposition of R. N. Hern.)

A. 4 A. M., the 9th. There was a dense fog at 8 A. M., after we struck the ice,—after we struck the main pack.

Q. How far did you go into the main pack before you anchored? [445]

A. We were in the main pack two days before we anchored—drifting with it.

Q. Took your observations at noon every day, did you? A. When we were able.

Q. What direction did you drift?

A. To the southwest.

Q. What was your course from Northeast Cape to Nome?

A. I don't remember the course from Northeast Cape to Nome.

Q. Give it as near as you can.

A. I told you I don't remember it.

Q. You can approximate it.

A. No, I wouldn't approximate it.

Q. You can't even approximate it?

A. I wouldn't approximate it; I can't approximate it.

Q. Was it southerly or northerly?

A. Of course we came northerly; we didn't go south.

Q. Can't you tell me somewhere near your course?

A. I suppose it would be somewhere about northwest, or north-northwest.

Q. Do you know the course of the 'Beechley' into Nome?

A. No, I don't know anything about the 'Beech-

(Deposition of R. N. Hern.)

ley'; I got one ship to look after; not two.

Q. What vessels did you speak after you arrived at a point off Northeast Cape, if any?

A. I never spoke any.

Q. Did you say you stove in clear weather?

A. Clear weather.

Q. What time of the day?      A. 1 A. M.

Q. Who was on the bridge?

A. I was on the bridge, and the second officer.

Q. Your ship insured in Lloyds? [446]

A. Yes; not for that, though.

Q. You don't know anything about what conditions the 'Ohio' met, not having spoken her?

A. No, only by hearsay; I don't know anything about her.

Q. You never had any experience in Bering Sea ice prior to this trip?      A. Not Bering Sea; no.

Q. Did you ever sail Bering Sea before?

A. No.

Q. Did you file a protest<sup>h</sup> when you came in?

A. No.

Q. Do you intend filing one?

Mr. FREEDMAN.—Object to that question as improper, leading and not proper cross-examination.

Mr. FULLER.—I withdraw that objection.

A. No.

Q. Did you have a survey made?

Q. Are you one of the owners of the ship?

A. No.

Mr. SCHOFIELD.—That is all.

(Deposition of R. N. Hern.)

Redirect Examination.

(Read by Mr. FULLER.)

Q. You stated that it was 1 A. M. when you struck this ice, or when this ice struck you?

A. Yes.

Q. State whether or not it was daylight at that time. A. Yes, it was daylight.

Mr. FREEDMAN.—That is all.”

(Deposition of R. N. Hern closed.) [447]

Mr. FULLER.—I desire next to read in evidence the deposition of Capt. John Trowbridge.

Deposition of John Trobridge, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 27th day of May, 1909.

**[Deposition of Captain John Trobridge, for  
Claimant.]**

Captain JOHN TROBRIDGE, a witness produced on *behalf the* claimant, after being duly cautioned and sworn, testified as follows:

Q. (Mr. DuBOSE.) What is your business, Captain? A. Ship master.

Q. How long have you been a ship master?

A. Thirty-five years.

Q. How many times have you been to Bering Sea, Captain, and what years?

A. Well, I was up in 1900 the first time; I made one trip.

Q. What trip? A. On the “Olympia.”

Q. What other years?



(Deposition of Captain John Trobridge.)

A. 1905 I was running all the season, and since that time.

Q. 1905, 1906, 1907, and 1908?

A. Yes, up until the last season.

Q. What boat were you master of 1908, Captain?

A. "Northwestern."

Q. Did you observe the conditions of the ice in 1908, as compared with the other years that you went there? A. Yes, sir.

Q. What was the condition?

A. Well, it was thicker, and more of it than I have ever seen before last year.

Q. You know the steamship "Ohio"?

A. Yes, sir.

Q. What is her hull, wood or iron?

A. Iron, I believe; I am not quite positive, but I think [448] she is iron.

Q. What is the effect of an iron ship, in comparison with a wooden ship, going out into the ice of Bering Sea?

A. Well, the iron ship, of course, in the cold water, intense cold, the iron is brittle and will break almost like glass if they hit between the frames. A wooden ship would sliver off a little, I suppose, and not damage her to any extent.

Q. Captain, did your ship get hurt going into that ice last year?

A. Yes, I got riffled—what we call riffled, along in the side, dented here and there.

Q. Suppose an iron ship got into that ice and a gale of wind blew, what would be the result?

(Deposition of Captain John Trobridge.)

A. She would founder; the chances are, she would founder, if one of these large bergs fell over or she bumped up against them very heavy, they would stove her in.

Q. What was the effect on other ships that you know, Captain, that went into that ice in the year 1908?

A. Some lost propeller blades; and the "Victoria" she hit the ice and came pretty near foundering, very near lost her. There was two or three others, the "Umatilla"—if I remember, got damaged on her stern post, something of that sort. In fact, they all more or less got damages.

Q. What is your opinion, Captain, as to a man going into that ice, is he taking any chances or not?

A. He takes every chance in the world, I should say; once you are into the ice pack there is no practical man can tell you what will happen. It is uncertain. If the wind springs up so these bergs flow around and hit you, that is the end of the ship, that is all. You take all these chances, of course. [449]

(No cross-examination.)

Proctors expressly stipulate waiving the reading and signing of the deposition by the witness.

Deposition of Frank Waterhouse, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 28th day of May, 1909.

**[Deposition of Frank Waterhouse, for Claimant.]**

FRANK WATERHOUSE, a witness called on behalf of claimant, being duly sworn, testified as follows:

(By Mr. DuBOSE.)

Q. Who owned the steamship "Ohio" in June and July, 1908?

A. The White Star Steamship Company.

Q. Under what State did the White Star Steamship Company organize?

A. Organized under the laws of the State of Washington.

Q. Who were the officers, president and secretary, in June and July, 1908?

A. Frank Waterhouse, President; E. H. Bogle, vice-president, W. P. Prichard, secretary and Neil H. Bagley, treasurer.

Q. Who had the active management of the corporation at that time?

A. The Board of Directors consisting of Captain Jarvis, W. H. Bogle, Joshua Green, W. P. Prichard, Frank Waterhouse.

Q. How many trips to Nome did the steamship "Ohio" make to Nome in the year 1908?

Q. What voyage was that known as—voyage 18?

A. Yes, sir.

Q. Who was the master of the ship at that time, Captain? A. C. C. Conradi.

Q. Who appointed Captain Conradi? [450]

A. I did.

Q. How long have you known Captain Conradi?



(Deposition of Frank Waterhouse.)

A. Since January, 1908.

Q. What was he doing when you first knew him? Who was he working for?

A. I think he was working for the Midshu Busen Kaisha-Midshu & Co., Japan.

Q. When did you first employ him for the White Star Steamship Company, or in any other capacity?

A. I employed him in January, 1908. He was in my employ between that date and the middle of August, 1908.

Q. What was his reputation at the time you employed him? A. Splendid; first class.

Q. What has it been since, among shipping men?

A. Splendid; could not have been better.

Q. Did he come to you with any recommendations? If so, from whom?

A. He came with the finest kind of recommendations.

Q. Who from?

A. Well, from a number of different steamship owners and steamship men who knew him in Great Britain; but particularly from the managing direction of the China Mail Steamship Company, who was one of the most practical steamship managers in the London, and in the world, as far as that is concerned. Also, from the Hudson Bay Company, for whom he worked, I think some thirty years. Also from the Midshu people. I think he was in only two employs before he came to us.

Q. At the time you employed him to take the steamship "Ohio" on the 18th voyage, did you or did you

(Deposition of Frank Waterhouse.)

not consider him a competent master?

Mr. SHEPARD.—I object to the form of the question.

Q. Did you or did you not consider him a competent master?

Mr. SHEPARD.—I object as leading. [451]

The COURT.—Overruled.

A. I considered him the most competent master I could get, the most satisfactory to me, for the reason that during the whole time that he had been in our employ he had never cost us a cent on account of any error in navigation or negligence in attending to his business, in any way, shape or form, whatever. Furthermore, I knew that his reputation as a steamship man in this particular trade as a steamship master was the very best kind.

Q. Well, let me ask you, *gad* Captain Conradi ever gone into the Bering Sea on the first voyage in the spring of the year, with the exception of last year?

A. Yes, for many years.

Q. Do you remember who the other officers on the ship were at that time?

A. No, with the exception of the chief officer. I do not remember the other deck officers. The chief officer's name was Hurlburt, a man who had been with us for eleven or twelve years.

Q. Was he a competent man?      A. Very.

Q. Do you know Tracy?

A. Yes, he was purser.

Q. Did you know H. Hobey?      A. No.

Q. And the other officers?

(Deposition of Frank Waterhouse.)

A. No, not the junior officers.

Q. Who appointed these?

A. They were appointed by the Port Captain, Captain Jordison.

Q. There is an allegation in the libel which sets forth the statement, referring to the "Ohio," "that she was not tight, staunch and strong, and was unseaworthy [452] and incapable of making such voyage and safely landing libelants in the said port of Nome in the usual and ordinary and customary way at the time and in the manner as other vessels of like class made said voyage between said ports; that the plates in the hull of said vessel at and below the water line were old and brittle and greatly scaled, and by reason of such scale said vessel was not at the time herein mentioned a seaworthy vessel on said voyage between said ports." Did you know the condition of the hull of the "Ohio" at that time? A. Yes, sir.

Q. What was that condition?

A. Excellent. No steamer ever sailed to Bering Sea in finer shape or a finer hull or a better condition. No steamer was ever taken any better care of that was in the Bering Sea trade or as well as that was.

Q. What year?

A. When she sailed June 1, 1908?

Q. Had she been inspected by the Government inspectors? A. Yes, sir.

Q. When?

A. She had been inspected, thoroughly inspected in the dry dock.



(Deposition of Frank Waterhouse.)

Mr. SHEPARD.—I object to that as not responsive to the question.

Q. When was she inspected?

A. Well, she was inspected within a month of the day she sailed.

Q. Did she pass inspection or not?

A. Yes, sir, she did.

Q. Do you know anything of the ship being provisioned [453] well or not? A. Yes, sir.

Q. Was she well provisioned or not? What were the White Star Steamship Company's orders as to that?

A. Well, I know what their orders were and I know how she was provisioned.

Q. State to the Court.

A. She had to exceed thirty days' provisions for the entire number of passengers and entire crew when she left Seattle. In fact, she had more provisions when she sailed the 1st of June, 1908, carrying, I think, 572 passengers and crew, than she had when she sailed on the 1st of June, 1907, when she carried seven hundred passengers and the same crew, and in 1907 there was a very considerable surplus of provisions returned from that voyage.

Q. Mr. Waterhouse, in the cross-examination of Captain Conradi, in Nome, during the year 1908, in this case, Mr. Schofield brought out a conversation he had between you and Captain Conradi, in the terms of which you were to give Captain Conradi five hundred dollars if he carried his vessel into Nome safely on that trip. Will you please state what you

(Deposition of Frank Waterhouse.)

said at that time?

A. Yes, sir. Captain Conradi was not promised five hundred dollars for taking this vessel safely into Nome on that trip. He was promised a bonus of five hundred dollars, provided he incurred no accident during the season of 1908, and navigated his vessel to the satisfaction of the owners. And that offer was made by me, verbally to Captain Conradi, in the presence of Mr. Prichard, who was secretary of the company.

Q. How long have you been in the steamship business? A. About 17 years. [454]

Q. How long have you been running steamships into Bering Sea on the first voyage?

A. Since 1898.

Q. Do you know, from your experience in running ships, what would be the result of a ship going into the ice of Bering Sea and a gale of wind should blow up while the ship was in the ice pack?

A. I know she would be crushed; probably lost.

Cross-examination.

(Read by Mr. SCHOFIELD.)

(By Mr. SHEPARD.)

Q. Mr. Waterhouse, how many times have you made the trip to Nome, yourself? A. Never.

Q. Then all you know as to the conditions of the ice pack and the taking of vessels there on the first sailings is from reports and conversations?

A. That is all, yes.

Q. You know in the same way, by information from other vessels, that many other vessels did go



(Deposition of Frank Waterhouse.)

through the pack the first sailings last year, and reached Nome and returned through the ice pack and on the way southward, before the "Ohio" got there?

A. I know that nearly all were damaged, everyone.

Q. You know they got there without any losses of ships or passengers?

A. Yes, but with serious damages.

Q. Now, you say you employed Captain Conradi to act as master of this vessel on that voyage?

A. Yes, sir.

Q. By what authority did you employ him?

A. Authority as President of the White Star Steamship Co.

Q. You mean under general authority that you had as president, or specific authority for that particular [455] act. A. General authority.

Q. You had general authority to employ masters and other officers, and to make such arrangements with them in regard to the vessel as you thought best for the interests of the company?

A. Yes. The matter of a bonus that was paid him, however, was discussed and authorized by the Board of Directors.

Q. Specifically? A. Yes.

Q. Was a specific resolution passed with relation to it?

A. I do not think there was. I do not remember that there was, but the matter was discussed with them all.

Q. You mean that at a formal meeting of the board, or discussed with the members of the board, as individuals?



(Deposition of Frank Waterhouse.)

A. Well, I do not remember, Mr. Shepard, how it was, whether it was at a regular meeting of the board or whether it was discussed informally.

Q. You think the upshot of the discussion was a general agreement and general assent to that arrangement being made?

A. Oh, yes; it was the unanimous opinion.

Q. You think that opinion, or the result of the discussion, was not embodied in any formal resolution?

A. Well, I cannot tell you; it may be—it may be so.

Q. If it was, I desire you to search the records, and if you find there was any written minute or record referring to it, to furnish a copy to the Commissioner to be made a part of your testimony.

A. I will be very glad to; yes, sir.

Q. When you made this offer to Mr. Conradi, what did he say in response, did he accept?

A. Yes, he said he would do the very best he could.

Q. And you think that your statement in response to a [456] question on direct examination to you is accurate and complete?

A. I know it is; yes, sir.

Q. You say that you have been in the shipping business about 16 or 17 years?      A. Yes, sir.

Q. Continuously?

A. No. I have been continuously in the business since 1897.

Q. You did not actually conduct any shipping business in 1897, did you? You were arranging to

(Deposition of Frank Waterhouse.)

start in the shipping business?

A. No, I started in the fall of 1897 doing business.

Q. You purchased the "Garonne" in British waters? A. Yes, sir.

Q. And hired Conradi to bring her over here?

A. Yes, sir.

Q. The first you knew of him was that arrangement?

Q. That was January, 1898? A. Yes, sir.

Q. She came over here and was prepared for service between Seattle and Nome. How many voyages did she make to Nome in 1898?

A. I do not remember.

Q. Did she make any? A. In 1898?

Q. Yes, sir.

A. She made three or four or five, I have forgotten which.

Q. When was she chartered to the Government for transport service to the Phillipines?

A. I do not remember, but I think in 1900.

Q. Was it not before the close of Bering Sea navigation in 1898 that she was chartered?

A. No, sir. [457]

Q. Did she go on the Nome run at all in 1899?

A. I do not remember.

Q. Now, the "Ohio"—

A. And I do not remember—I would like to retract the last answer I made; I am not sure whether she was withdrawn from the Nome trade in 1898 or not on the last voyage, I do not remember.

Q. The "Ohio" you bought only four or five years

(Deposition of Frank Waterhouse.)

ago, did you not, from the Empire Steamship Company?     A. Five or six years ago.

Q. Or Moran Bros. Company?     A. Yes.

Q. Well, what year was it and what time of year was it?     A. I do not remember.

Q. Was it as early as 1903?

A. I do not know; I think probably it was in 1903, but I am not sure about that; either 1903 or 1904.

Q. You say the ship was inspected before she went on this voyage 18, last year?     A. Yes, sir.

Q. Was the result of that inspection embodied in any written document?     A. Yes, sir.

Mr. SHEPARD.—I move to strike out the witness' testimony on direct examination, as to the result of that inspection, on the ground which now appears by cross-examination that the result was embodied, as to the inspection, in writing.

Mr. DuBOSE.—We will have a copy of that here.

Q. Now, what cargo did she have on voyage 18?

A. I do not remember.

Q. Carried a lot of supplies, did she not, packages and boxes? [458]

A. Well, she carried some; I do not know how many or what they were.

Q. Do you know whether any of that supply cargo or cargo of eatables was broached on the voyage for the use of the passengers?

A. I know there was some; yes.

Q. Do you know the date on which any food was first broached?     A. No, sir.

Q. Do you know on what date the passengers were



(Deposition of Frank Waterhouse.)

first put on two meals a day, and for how long?

A. I do not.

Q. Have you any information on that subject, or any means of deriving information, other than what appears on the log?      A. No, sir.

(Deposition of witness closed.)

Deposition of J. Richard Lane, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 28th day of May, 1909.

**[Deposition of J. Richard Lane, for Claimant.]**

J. RICHARD LANE, a witness on behalf of the claimant, being duly sworn, testified as follows:

Q. (Mr. DuBOSE.) How old are you, Mr. Lane?

A. Twenty-five.

Q. What is your business?

A. In connection with Frank Waterhouse & Co., I am cashier.

Q. Were you cashier in May and June, 1908?

A. Yes, sir.

Q. Did you have anything to do with making purchases?

A. Yes, sir, I was purchasing agent for the White Star Steamship Company. [459]

Q. Purchasing agent for voyage 18?

A. Yes, sir.

Q. Did you keep the books of the concern?

A. Cash-books only.

Q. Who made the requisition on you?

A. The steward of the steamer.

Q. Who was the steward?      A. E. J. Burke.

(Deposition of J. Richard Lane.)

Q. Did you make a statement from the books as to the provisions provided for voyage 18 of the steamship "Ohio" in 1908, known as voyage 18, the first voyage of 1908?

A. I made this statement I have here; yes, sir.

Q. From that statement will you tell how many pounds of meat was furnished the ship "Ohio" on her first voyage?      A. There were 33,690 pounds.

Q. Fresh meat?

A. Fresh meat—no; there were 28,627 pounds of fresh meat.

Q. How much fish?      A. 2,658 pounds.

Q. How many smoked and pickled meats?

A. 2,412 pounds.

Q. How much vegetables?

A. 25,314 pounds fresh vegetables.

Q. What passengers were there, first class?

A. 162 first class.

Q. How many steerage?      A. 255.

Q. What was the crew?      A. 135.

Q. How much emergency stores—meat—was there?      A. 2,100 pounds.

Q. How much fresh meat did you take from the cargo in 1908? [460]

A. 12,579 pounds.

Q. In these requisitions made on you in 1908 for stores, on what was it based?

A. It was based on the previous years' supply.

Q. And the number of passengers?

A. The steward told me that he based his requisition on the requisition of the former steward, 1907,

(Deposition of J. Richard Lane.)

on the first voyage.

Mr. SHEPARD.—I object as hearsay, and move to strike the answer for that reason.

Mr. SCHOFIELD.—I would like to renew that objection. It shows it is purely hearsay.

The COURT.—Objection overruled.

Q. What was the number of passengers on the first voyage in 1907?

A. There were 264 first and second class and 343 steerage.

Q. How much crew? A. 149.

Q. What was the total amount of fresh meat in 1907? A. 23,947 pounds.

Q. How much fish? A. 2,000 pounds.

Q. How much smoked and pickled meats?

A. 2,983 pounds.

Q. And vegetables? A. 2,200 pounds.

Q. And emergency supplies?

A. 2,000 pounds of meat.

Q. What was the difference between the number of passengers and crew in the years 1907 and 1908?

A. 204.

Q. In favor of which year?

A. 204 more passengers in 1907 than there were in 1908. [461]

Cross-examination.

(Read by Mr. SCHOFIELD.)

(By Mr. SHEPARD.)

Q. These figures that you have named were derived from the statement before you, a copy of which is introduced in evidence? A. Yes, sir.



(Deposition of J. Richard Lane.)

Q. That statement was prepared from the books by you?

A. That was prepared from the books by me.

Q. Did you keep the books?

A. I received the books from the steward; the steward made up the books; these figures are prepared from the statement—

Q. But did you make the entries in the books of these figures?

A. These are not in the books of the White Star Steamship Company—that is the result—

Q. These are derived from the books?

A. From books.

Q. Now, the entries in these books from which these figures are copied, did you make these entries in these books?     A. No, sir.

Q. Then you know nothing personally as to the correctness of these figures?     A. No, sir.

Redirect Examination.

(By Mr. DuBOSE.)

Q. They are from the books of the corporation?

A. Books made up by the steward.

Q. They are the books of the White Star Steamship Company from the books of the corporation?

A. These are from the books of the steward; the steward made up the books belonging to the White Star Steamship [462] Company.

Q. These books are regularly kept, are they not?

A. Yes, sir.

(Deposition of witness closed.)

Mr. FULLER.—I next offer the deposition of Mr. W. P. Prichard, secretary of the respondent in this case.

Deposition of W. P. Prichard, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 28th day of May, 1909.

(Reads:)

**[Deposition of W. P. Prichard, for Claimant.]**

“W. P. PRICHARD, a witness on behalf of claimant, being duly sworn, testified as follows:

Q. (Mr. DuBOSE.) What is your name?

A. W. P. Prichard.

Q. Do you know the steamship ‘Ohio.’

A. I do.

Q. How long have you known her?

A. I have known her since, I think, it was 1889, when she came around here from New York.

Q. Do you know the *white Star Steamship Company*? A. I do.

Q. What is that?

A. A corporation existing under the laws of the State of *washington*.

Q. Are you an officer of that corporation?

A. I am secretary.

Q. How long have you been such?

A. Well, since the formation of the company; I think it was—I think I was elected secretary in 1902 or 1903.

Q. What position do you hold with it?

(Deposition of W. P. Prichard.)

A. Secretary. [463]

Q. And have since 1902? A. Yes, sir.

Q. Who is president of that corporation?

A. Frank Waterhouse.

Q. Was he president in May and June, 1908?

A. He was.

Q. Who appointed the master for the 18th voyage of the 'Ohio'? A. The president of the company.

Q. Who appointed the other officers?

A. The port captain, Captain Jordison.

Q. Did or did he not have authority to appoint them? A. He did.

Q. Who were these officers besides the master?

A. Hurlburt was the chief officer; Hobey was the second officer; Throckmorton was the third officer; Tracy was the purser. I cannot tell you the name of the chief engineer—Raymond was the chief engineer; I do not remember the names of the second and third assistants.

Q. Who was chief steward? A. Burke.

Q. Do you know Captain Conradi? A. I do.

Q. How long have you known Captain Conradi?

A. I have known Captain Conradi since 1898.

Q. What was he in 1898?

A. He was master of the steamship 'Garonne.'

Q. Do you know his general reputation for being competent or incompetent? A. I do.

Q. What was that reputation?

A. I know that his reputation as a navigator was excellent.

Q. You have been employed by the White Star



(Deposition of W. P. Prichard.)

steamship [464] Company, have you, as secretary?

A. Yes, sir.

Q. For how many years has Captain Conradi worked for that company

A. Why, I have forgotten just the year they purchased the 'Ohio'; I can tell you from the records. I think they purchased the 'Ohio' in 1905.

Q. Do you know any of the other officers that sailed on the 18th voyage of the 'Ohio'?

A. I do. I know the deck officers, the chief steward, purser and chief engineer.

Q. Were they competent or incompetent?

A. They are very competent men.

Q. There is an allegation in the libel, Mr. Prichard, 'that in June, 1908, when the "Ohio" sailed from Seattle to Nome, that the hull of the vessel at and below her water-line was old and brittle and greatly scaled, and that that was known to the officers of the White Star Steamship Company.' Will you please state whether that is true or not?

A. Her plates were in excellent condition; they were not thin and she was seaworthy.

Q. Was she inspected by the United States Government inspectors? A. She was.

Q. When? A. May, 1908.

Q. 1908. Did she pass inspection A. She did.

Q. What about the provisioning of the ship? Do you know anything about that, Mr. Prichard?

A. I know that she was well provisioned for the voyage.

Q. Do you know upon what basis, so far as the

(Deposition of W. P. Prichard.)

number of passengers and crew, the requisition was made for [465] the provisions?

A. The requisitions were made for a full passenger list; as a matter of fact, the ship did not have a full passenger list when she sailed.

Q. What would be a full passenger list?

A. I could prove that conclusively by a copy of her inspection. Our records in the office show that she was licensed to carry 192, first class, 503 steerage, making a total of 695.

Q. Passengers? A. Passengers.

Q. How much of a crew did she carry that year?

A. Why, really, I do not remember; the records will show.

Q. The records will show that she had 135?

A. I think that is correct.

Q. Did you hear Mr. Waterhouse's testimony in regard to the conversation with Captain Conradi, with reference to the \$500 bonus? A. I did.

Q. What was that conversation?

A. As Mr. Waterhouse stated it, in those words.  
[466]

Cross-examination.

(Read by Mr. SCHOFIELD.)

Q. (Mr. SHEPARD.) Is Captain Conradi still in the employ of the White Star Steamship Company? A. No, sir.

Q. At what date did his employment cease?

A. Some time in August, 1908.

Q. Before or after the date of the sale of the 'Ohio'? A. Before.

(Deposition of W. P. Prichard.)

Q. Only a very few days after his return to port with the 'Ohio'?      A. Yes, sir.

Q. What do you know as to the cargo the 'Ohio' carried on voyage 18?

A. You mean the character of the cargo?

Q. Yes.      A. It was largely provisions.

Q. In packages and boxes?      A. Yes, sir.

Q. Are you acquainted at all with the stowages, as to whether these provisions were the upper part of the cargo or were under other cargo, so that they could not be got at?

A. No, not intimately; Captain Jordison, who had charge of the loading, can give exact information as to that.

Q. Were you present at any conversation between Mr. Waterhouse, the president of the White Star Steamship Company, and Captain Conradi shortly after Conradi's return to the port of Seattle, with the 'Ohio,' at the end of voyage 18?

A. No. [467]

Redirect Examination.

(Read by Mr. FULLER.)

Q. (By Mr. DuBOSE.) When did the White Star Steamship Company sell the 'Ohio'?

A. On the 13th of August, 1908.

Q. Do you know, Mr. Prichard, whether in 1907 there was sufficient provisions for the passengers and crew of the steamship 'Ohio,' on the first voyage?

A. I do. She brought back a considerable part of her provisions.

Q. You have seen the list made out by Mr. Lane



(Deposition of W. P. Prichard.)

of the provisions for 1908, and the number of passengers and crew that the 'Ohio' carried. From your experience in the shipping business, was that sufficient for the voyage?

A. I consider it amply sufficient.

Q. Why did you discharge Captain Conradi?

A. Why, because we were negotiating the sale of the 'Ohio' to the Alaska Steamship Company and we had no further use of his services.

(By Mr. SHEPARD.)

Q. The White Star Steamship company has *ad* other ships, been running other ships since his discharge?

A. Not other American ships. The White Star Steamship Company has not had other ships.

Q. Does not own any ships now?

A. It does not."

(Deposition of witness closed.) [468]

Mr. FULLER.—I next offer the deposition of Capt. John J. Jordison.

Deposition of John J. Jordison, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 28th day of May, 1909. (Reads:)

**[Deposition of Captain John Jordison, for Claimant.]**

Capt. JOHN JORDISON, a witness called on behalf of claimant, being duly sworn, testified as follows:

Q. (Mr. DuBOSE.) What is your name, Captain? A. John Jordinson.

(Deposition of Captain John Jordison.)

Q. What is your business, Captain?

A. Pilot and port captain for Mr. Frank Waterhouse in the different companies he has got.

Q. How long have you been going to sea?

A. About 35 years.

Q. Are you a master?      A. Yes, sir.

Q. How long have you held papers as master?

A. About twenty years.

Q. From the United States?      A. Yes, sir.

Q. How long have you been port captain for the White Star Steamship Company?

A. Well, ever since Mr. Waterhouse has been connected with it; I do not know just how many years.

Q. You were port captain during 1908?

A. Yes, sir.

Q. Do you know the steamship "Ohio"?

A. Yes, sir.

Q. Did you know her in 1907?      A. Yes, sir.

Q. Was she repaired in 1907 or not?

A. Yes, sir, she was repaired when she came back from [469] that trip she butted in the ice.

Q. Where was she repaired?

A. Over in Quartermaster Harbor.

Q. Who by?

A. Jenkins, the Commercial Boiler Works.

Q. Did you see her at that time?      A. Yes, sir.

Q. After she was repaired?      A. Yes, sir.

Q. What was her condition then?

A. Well, she was put into A-1 condition; passed inspection and passed by Lloyd's agent.

Q. When was she drydocked again, after 1907?

(Deposition of Captain John Jordison.)

A. The fore part of May, 1908.

Q. Did you see her in the drydock?

A. Yes, sir, I was there.

Q. What was done to her?

A. She was cleaned and painted.

Q. How often did you see her while she was in the drydock in May, 1908?

A. I was there all the time the work was done.

Q. Was there anybody there connected with the Government of the United States, off and on?

A. Yes, sir.

Q. Who was it?

A. Vaptain Whitney was there.

Q. What was his initials?

A. H. BB. Whitney.

Q. What is his position with the Government of the United States?

A. He is chief inspector of this district.

Q. For the United States?      A. Yes, sir. [470]

Q. Inspector of what?

A. Inspector of hulls of steamers.

Q. What was the condition of the hull of the "Ohio" in May, 1908, or the 1st of June, 1908?

A. It was in good condition.

Q. Did you see it?

A. Yes; I done a lot of work on it; I know it was.

Q. Do you know who the officers were on the steamship "Ohio" on her 18th voyage, in 1908?

A. Yes, sir.

Mr. SHEPARD.—I do not dispute who they were.

A. Harry Hurlburt was chief officer; Hobey sec-



(Deposition of Captain John Jordison.)

ond; Throckmorton third.

Q. Who appointed these sub-officers?

A. I did, sir.

Q. By what authority?

A. The authority invested in me by Waterhouse, to appoint these officers and look after them and look after the ship.

Q. Did you know them?      A. Yes, sir.

Q. How long had you known them?

A. Well, I know the second officer for about ten or eleven years; the other men about two or three years.

Q. Were they competent to fill the positions to which you appointed them?

A. I think they were very competent.

Q. What was their reputation?

A. Good, sober, able men.

Q. Did you know Captain Conradi who was master of the ship "Ohio" in 1908?      A. Yes, sir.

Q. How long have you known Captain Conradi?  
[471]

A. About 10 or 11 years.

Q. What is his reputation as to being competent or incompetent?

A. He was an able seaman; an able seaman; able ship master.

Q. Do you know anything about the provisioning of the ship for this voyage 18?

A. Well, I know I put it aboard of her, superintended putting the stores on board; and talked with the steward about the requisitions, and ordered him

(Deposition of Captain John Jordison.)

to make them out.

Q. How was the ship provisioned,—sufficiently or insufficiently?

A. Well, I considered it was sufficient.

Q. Have you ever taken a trip to Bering Sea?

A. Yes, sir.

Q. In the spring?      A. Yes, sir.

Q. When?

A. 1898; that was the first year of the excitement.

Q. That is the only trip you ever took there?

A. Yes, in a steamer; I have been up there in sailing vessels before we had any gold excitement.

Q. How often was you up there in sailing vessels?

A. I was up there two seasons fishing.

Cross-examination.

(Read by Mr. SCHOFIELD.)

(By Mr. SHEPARD.)

Q. What was the "Ohio" doing, Captain Jordison, between the time she was repaired in Quartermaster Harbor in 1907 and the time she went into the dry-dock in May, 1908? [472]

A. She made one trip to Nome in the fall, and two other trips to San Francisco.

Q. And laid up the rest of the time?

A. Yes, we were working on her.

Q. Well, she had had her repairs in Quartermaster Harbor before that one trip late in the season to Nome?      A. Yes.

Q. Was she out in the Quartermaster Harbor after that?

A. Laid up there all winter at Quartermaster Harbor at anchor.

(Deposition of Captain John Jordison.)

Q. Why, *did* not the first work on her after her injury from the ice in 1907 been *complete*?

A. Yes, that work was completed while she was in the drydock, and the other work was work that—such as painting and cleaning of the ship.

Q. And after all that was done in Quartermaster Harbor she went into another drydock in May?

A. Yes, to have the outside painted.

Q. That was inside work done at her second stay at Quartermaster Harbor?

A. Yes, the work that the crew would do.

Q. How long did she lay up there?

A. Oh, if I remember, it was along in November about she laid, from November to May, 1908.

Q. Then you took her out of that dock and redocked her in another dock?

A. No, she was anchored in Quartermaster Harbor; laid at anchor all winter.

Q. What dock was she put into in May?

A. In the drydock at Quartermaster Harbor.

Q. The same dock that she had been placed for her repairs? A. Yes, sir.

Q. Now, when had she made her two or three trips to San Francisco, before she made her last voyage to Nome? [473]

A. No, *afterwrds*.

Q. Before she was anchored in Quartermaster Harbor? A. Yes, sir.

Q. Are you still in the employ of the White Star Steamship Company? A. Yes, sir.

Q. As port captain? A. Yes, sir.



(Deposition of Captain John Jordison.)

Q. And you have been in its employ continuously—

A. For 11 years.

Q. All during 1908 and since then?

A. Yes, sir.

(Deposition of witness closed.)

At this time an adjournment was taken until 2:30 P. M. to-day.

At this time this Honorable Court was adjourned until 10 A. M., Monday, August 7th, 1911.

Nome, Alaska, August 7th, 1911.

Monday, Ten o'clock A. M.

All present; proceedings resumed pursuant to adjournment.

Mr. FULLER.—I next offer in evidence the deposition of N. S. Porter.

Deposition of W. S. Porter, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 29th day of May, 1909.  
(Reads:)

**[Deposition of Captain W. S. Porter, for Claimant.]**

“Capt. W. S. PORTER, a witness called on behalf of claimant, being duly sworn, testified as follows: [474]

Q. (Mr. DuBOSE.) Captain, what is your name?

A. W. S. Porter.

Q. What is your business?      A. Mariner.

Q. Master mariner?      A. Master mariner.

Q. How long have you been a master mariner?

A. Do you mean how long have I been to sea?

(Deposition of Captain W. S. Porter.)

Q. Yes, how long have you been a master?

A. Oh, I have been a master 27 years.

Q. What ship were you master of last season?

A. The 'Victoria.'

Q. Where does she sail from?

A. Seattle to Nome.

Q. What time did she leave Seattle?

A. The first of June.

Q. When did she get to Nome?

A. On the 15th of June last year.

Q. Was that the first time you were ever in Bering Sea?     A. No.

Q. How often have you been in Bering Sea in the spring of the year, or what is known as the first trips boats make to Nome?

A. The first trip was in 1889.

Q. How many years since?

A. I have been in Bering Sea and the Arctic Ocean 8 years.

Q. How many years have you been there in the spring, in Bering Sea?

A. I ran the tender to Port Clarence three years, and then I was whaling four years, and then these two years in the bay.

Q. The 'Victoria' in the season of 1908, where did you first strike the ice?

A. Twenty miles below Nunivak. [475]

Q. How far is that from Nome, Alaska?

A. Well, it is about halfway, we reckon it, probably about 300 or 350 miles, somewhere—I don't just remember—between Unimak Pass and Nome.

(Deposition of Captain W. S. Porter.)

I always reckon it about halfway when I get there.

Q. Now, Captain, how was the ice in Bering Sea during June, 1908, in comparison with the other years that you sailed?

A. It was the heaviest I have ever known or have ever seen in Bering Sea.

Q. You say you were master at that time, of the 'Victoria'?

A. I was master of the 'Victoria' at that time.

Q. You went into that ice?

A. I skirted it first.

Q. Was your ship injured by the ice?

A. She was.

Q. Do you know the amount of the damage?

A. I do not know what it cost to repair her; I know just about the amount of damage; what it cost I do not know.

Q. What was the damage to her, the general nature of it?

A. Well, there was the frames; twenty-two were broken; four of the iron knees and eleven plates.

Cross-examination.

(Read by Mr. SCHOFIELD.)

Q. (Mr. SHEPARD.) Captain, you said that in taking the 'Victoria' through the ice in Bering sea, the first voyage mentioned, in 1908, you skirted the ice first?

A. Yes, sir.

Q. How close to the ice did you remain while skirting it?

A. Oh, well, a good safe distance, probably a quar-



(Deposition of Captain W. S. Porter.)

ter of a mile, something like that; perhaps nearer—sometimes a little nearer rounding points. [476]

Q. How many days were you skirting the ice, before you entered the pack, and went into a line leading apparently into the pack or through it?

A. Well, I was probably not over 30 hours skirting the south part of the pack towards the westward.

Q. After you arrived in sight of the pack and before you proceeded to go through it, or to attempt to go through it, did you enter at all? A. No.

Q. Where did you enter the pack when you finally started through it?

A. Well, at about fourteen miles west southwest or southwest of Nunivak, about that; either southwest or west southwest.

Q. After you entered it did you back out at all to get into clear water?

A. Yes, I came out again.

Q. And entered again? A. Yes, sir.

Q. Did you go back again? A. No, just once.

Q. When you entered the pack did you enter a lane between different parts of the ice field?

A. No, this was only the first of the pack and the ice was small and just workable, you know; you could push it.

Q. Loose cakes?

A. Yes, small; that is where the ice is chawed up from *from* the breeze, and when that sets this ice against the other ice it chews it and makes it small pieces. I worked that for a few hours and then I commenced to get it heavy, and the further north I

(Deposition of Captain W. S. Porter.)

went the heavier it got.

Q. So that you backed out? [477]

A. Yes, I came out. The next day, after the entrance I came back to open water and thought I would skirt more to the westward and see if I could not find a lane that would lead through the ice.

Q. When you entered, did you enter further westward? A. No, came back to the first place.

Q. How long were you out of the pack before you entered it again?

A. Ten or twelve hours; I could not say the number of hours; something like that.

Q. The second time, why did you not back out?

A. I tried to remain where I was; I wanted to get as near as I could to Nome.

Q. To get to Nome as soon as you could?

A. As soon as possible; that is what we all left for.

Q. Then the pack closed in all around you, later?

A. Yes, sir.

Q. And you remarked once on the bridge 'that this was a hell of a place to sail a ship in where you could not see a drop of water'?

A. I do not remember that.

Q. At all events, you had the pack all about you so that there was no water to be seen? A. Yes, sir.

Q. How long were you in the pack, after you went in the second time before you got clear water to Nome? A. I arrived at Nome on the 15th.

Q. What day was it that you went back the second time?

A. On the 7th—I do not remember. I took the pack



(Deposition of Captain W. S. Porter.)

the eighth day out of Seattle; I was seven days in the ice.

Q. You left Seattle the 1st?      A. Yes, sir.

Q. And the eighth day after that would be the 9th?

A. Yes, we left here on the afternoon, I think about [478] 6 o'clock of the 1st, and I sighted the ice on the eighth day at night.

Q. That would be the 8th of June, would it not?

A. Yes, sir.

Q. And you went into it that night?

A. No, sir, I skirted along it before I tackled it.

Q. On the morning of the 9th you went into the pack the first time?

A. Whatever it would be, on the ninth.

Q. And then you spent a few hours in there, and it was probably twenty-four hours from the time you went in the first time until you went in the second time?

A. Yes, I came out after going in amongst this young ice until I got the heavy ice, and then I came and skirted westward again to see if I could find an opening.

#### Redirect Examination.

Q. (Mr. DuBOSE.) If there had not been any ice there, how long would it have taken your ship to run from twenty miles below Nunivak to Nome?

A. That would take me—I am fifty hours from the Pass, that is my trip up—well, about half of fifty-four—about twenty-four hours, or something like that.

(Testimony of witness closed.)”



Mr. FULLER.—I next offer the deposition of Capt. John A. O'Brien.

Deposition of John A. O'Brien, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 29th day of May, 1909.  
[479]

(Reads:)

**[Deposition of Captain John A. O'Brien, for  
Claimant.]**

Capt. JOHN A. O'BRIEN, a witness called on behalf of the claimant, being duly sworn, testified as follows:

Q. (Mr. DuBOSE.) What is your name?

A. John A. O'Brien.

Q. How long have you been to sea?

A. Forty-two years and a half.

Q. What is your business now?

A. Master mariner.

Q. How long have you been a master mariner?

A. Thirty-three years.

Q. Were you a master of a ship during the season and summer season of 1908?      A. I was.

Q. On what ship?      A. The "Yucatan."

Q. Where did you sail from?

A. San Francisco.

Q. To what port were you bound?

A. Nome and St. Michael.

Q. When did you sail from San Francisco, Captain?      A. About noon, June 1.

Q. What time did you arrive at Nome?

A. 11 P. M. June 18th.

(Deposition of Captain John A. O'Brien.)

Q. What is known as the first trip of vessels to Bering Sea, taking June of each year, have you been there during the first trips before?     A. I have.

Q. How often, Captain?

A. 1901, 1905, 1906 and 1908—four trips.

Q. Besides 1908 or including that?

A. Including 1908.

Q. How did the ice compare with the previous years—was it greater or less in 1908?     [480]

A. It was the worst I have ever seen.

Q. When did you hit the ice with your ship, first?

A. About five miles north of Nunivak.

Q. Where did the ice end?     A. At Nome.

Q. When did you first hit the ice on that trip?

A. 3 P. M. June 10th.

Q. And you landed at Nome, when?

A. 11 P. M. on the 18th.

Q. Captain, you take an iron or steel vessel and put it into that ice, and if a gale of wind should come up, what would be liable to happen?

A. Well, if she was in among the ice, she would undoubtedly crush, if the gale created any sea where the vessel would be in motion with the swell of the sea.

Q. She would go to the bottom?

A. Yes, undoubtedly, in my opinion.

Q. Was the "Yucatan" injured at all, Captain?

A. Yes, there was a split forward so there was a small seepage came in.

Q. Now, Captain, do you remember your trip enough in detail to tell how the ice was from where you hit it until you reached Nome?     A. Yes, sir.

(Deposition of Captain John A. O'Brien.)

Q. Well, please describe, from day to day, as to the amount of ice.

A. From June 10 at 3 P. M., when I entered the ice, I followed apparently a lead, and found that it terminated after I had gone some twenty miles; I retraced my tracks, and skirted along to the eastward and found another lead. I followed that lead until I got into the heavy pack ice, and saw no way to get out on account of the ice closing in behind me. I laid there [481] in that vicinity in a radius of six or eight miles for four days, until the 16th, five days it was. And I skirted among the broken ice and found a small lead that lead to the southward and eastward, and I followed it and came into clear water off Cape Romanoff. I skirted along in about five fathoms of water to the northward and came in contact with very heavy grounded bergs, that is, sighted very heavy bergs, and then about twenty-five miles from Nome got enclosed again in very heavy ice. After a few hours maneuvering I worked my way through a small opening and skirted the water again until the water got too shoal and I had to enter the ice once more. After three or four hours more edging through the ice, seeing clear water from aloft, I worked my way through it until I got abreast of Golovin bay; then stretched along on my course until I arrived at Nome through floating ice.

Q. Ice all the way from where you first struck it until you got to Nome?

A. Ice all the way, and the heaviest kind of icebergs that were all out of the water—well, we esti-



(Deposition of Captain John A. O'Brien.)

mated with the sextant angle, fully forty feet out of the water.

Q. How much would be underneath?

A. There is supposed to be three-quarters or thereabouts.

Q. Three-quarters under the water?

A. Yes, sir.

Q. In your opinion, then, Captain, if a steel or iron ship, going into that ice, is it dangerous or not dangerous?

A. I consider it extremely dangerous. [482]

Cross-examination.

(Read by Mr. SCHOFIELD:)

(By Mr. SHEPARD.)

Q. Captain, you spoke of certain icebergs. There are no true icebergs in Bering sea?

A. I don't know what you call a true iceberg.

Q. Well, the icebergs, such as these, that float down from the Greenland coast in huge masses, there is nothing of the kind on Bering Sea, it is more in the nature of field ice, piled up a little perhaps?

A. No, sir; there are not as large as those that I have seen off Cape Horn or off the banks of New Foundland, they are not as extensive, but they are very large bergs.

Q. Those bergs that you speak of that were grounded, they were at a place where the sea was rather shallow? A. Yes, sir.

Q. And it does not follow because they were forty feet above the water that they were four or five times forty feet below the water?

(Deposition of Captain John A. O'Brien.)

A. Yes, there is a very small rise and fall of the tide, and when they ground they do not rise any.

Q. Where is Cape Romanoff?

A. Cape Romanoff, to the best of my memory, is about 25 miles north of Nunivak Island on the west shore.

Q. And it is north of the Kuskokwim, is it not?

A. I believe it is.

Q. Quite a ways south of the Yukon delta?

A. Yes.

Q. One hundred miles or more south of the Yukon delta?

A. Well, taking the delta as far north as where you strike around St. Michael, it may be that, but not more.

Q. You have not only been a master mariner for many years but you have had a large experience in navigation, have you not? [483]

A. Yes, my experience has been in Bering Sea since 1901.

Q. Take it generally, you have had a varied experience?

A. I have been fourteen years master of sailing ships, all over the world; the balance of the time in steamships.

Q. You consider yourself a competent master?

A. Well, I expect full month's wages.

Q. And you think you used good seamanship in entering the ice pack and working your way through it, on that voyage in 1908?

A. Well, if it was my ship, we are servants to a

(Deposition of Captain John A. O'Brien.)

company and we are told to go somewhere, but is she was my own vessel, probably I would wait ten or fifteen days later before I would start up there.

Q. Before you started out from the port of departure? A. Yes, sir.

Q. But having started under such conditions, whether in your own ship or not, you would start forward as you did last year, into the ice pack and work your way through, using good seamanship?

A. I would use my best judgment that God has given me.

Redirect Examination.

(Read by Mr. FULLER.)

(By Mr. DuBOSE.)

Q. Good seamanship at that time under the instructions of the home office to get through. You say if it was your own ship you would not go?

A. I would not.

Q. But you used good seamanship under instructions to get through as soon as possible?

A. Yes, I undoubtedly used the best judgment I am capable of.

(Deposition of witness closed.) [484]

Mr. FULLER.—I next offer to read in evidence the deposition of C. W. Wiley.

Deposition of C. W. Wiley, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 29th day of May, 1909.  
(Reads:)



**[Deposition of C. W. Wiley, for Claimant.]**

C. W. WILEY, a witness called on behalf of the claimant, being duly sworn, testified as follows:

(By Mr. DuBOSE.)

Q. What is your business, Mr. Wiley?

A. Marine Superintendent of the Boston Towboat Company and the Boston Steamship Company.

Q. Do you know Mr. Burke, who was steward of the "Ohio" last season?      A. Yes, sir.

Q. How long have you *know* him?

A. I have known him about five years, sir; between five and six years.

Q. Did he work for your company?

A. He went to work for us in September, 1903, and he worked about four years for us.

Q. In what position?

A. As chief steward of the steamship "Tremont."

Q. Where did she run?

A. She run from Seattle to Japan, China and Manila.

Q. Did you consider him a competent or incompetent steward?

A. Well, we considered him a very competent man, sir. In fact, afterwards I hired him and he went as chief steward on the "Tremont" when I sent her to New York, in February of this year.

Q. Did you have a boat on the line between here and Nome during the season of 1908? [485]

A. Yes, sir, the steamship "Hyades."

Q. When did she sail, and about what time?

A. May 29th.

Q. Where did she sail from?      A. Seattle.

(Deposition of C. W. Wiley.)

Q. When did she arrive in Nome, about?

A. Sometime in the latter part of June; I could not give you the exact date.

Q. Was she injured on that trip?

A. She was damaged in the ice.

Q. To what extent?

A. About thirty plates on the load water-line and the light water-line.

Q. Do you know what it cost to repair her?

A. The bids ran from \$10,125 to \$12,350.

(No cross-examination.)

(Deposition of witness closed.)

Mr. FULLER.—I next offer the deposition of Capt. James B. Patterson.

Deposition of James B. Patterson, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 29th day of May, 1909. (Reads:)

**[Deposition of Captain James B. Patterson, for Claimant.]**

Captain JAMES B. PATTERSON, a witness called on behalf of the claimant, being duly sworn, testified as follows:

(By Mr. DuBOSE.)

Q. What is your business, Captain?

A. At present Assistant Superintendent of the Pacific Coast Steamship Company.

Q. Are you a master mariner? [486]

A. Yes, sir.

Q. How long have you been a master mariner?

(Deposition of Captain James B. Patterson.)

A. I have held master's paper since 1887.

Q. As master have you ever sailed ships from here to Nome?     A. Yes, sir.

Q. What ships have you sailed from here to Nome?

A. I have been in command of the steamship "Senator" for twenty-five voyages on the Nome route.

Q. How many trips did you make what is known as the first trip?     A. Five seasons.

Q. Leaving here about the first of June.

A. Leaving San Francisco in May and leaving Seattle about the 1st of June.

Q. What years were those, Captain?

A. 1900, 1901, 1902, 1903 and 1904.

Q. You were familiar with the ice conditions during those years, were you, in Bering Sea?

A. Yes, sir.

Q. Now, from your experience in Bering Sea, if the ice in 1908 was greater than any year that you were there, would you say that a master to run a ship into that ice was taking chances?

A. Yes, sir.

Q. And what would be the effect, Captain, under these conditions, if a ship got into the ice and a gale began to blow?

A. A possibility of loss of the ship.

Q. The ship would go to the bottom?

A. Yes, and the people on board of her.

Q. Captain, is a steel or iron ship more dangerous than a wooden vessel?



(Deposition of Captain James B. Patterson.)

A. Yes, sir. A steel ship is more dangerous than a wooden vessel, for the reason that you cannot nail [487] a piece of canvas on a steel plate very well.

Q. What ship did the Pacific Coast Company have in Bering Sea the 1st of June, 1908?

A. They had two ships the first voyages of passenger ships.

Q. What were they?

A. The "Senator" and "Umatilla."

Q. Was the "Senator" injured?

A. Yes, quite badly injured.

Q. What was the cost of repairs?

A. If I remember correctly, I think somewhere between eight and ten thousand dollars.

Q. Was the "Umatilla" injured?

A. The "Umatilla" sailed a day or two later than the "Senator," and did not receive material damage.

Q. Was she about the only ship that did not receive damages that went up that season?

A. Yes, she is about the only passenger ship that I recollect of.

Q. Now, Captain, will you take this exhibit, which is a statement of the provisions supplied the "Ohio," and look under the heading "1908," and also the number of passengers. Would you say that was a sufficient provisioning for the voyage from here to Nome?

A. Yes, sir; considering the number of passengers to carry, about 552, I should consider that amply sufficient to take the ship up.

(Deposition of Captain James B. Patterson.)

Q. Do you call that ship amply provisioned or not for her voyage?

A. I would call her well provisioned.

(No cross-examination.)

(Deposition of witness closed.) [488]

Mr. FULLER.—I next offer the deposition of Mr. John T. Heffernen in evidence.

Deposition of John T. Heffernen, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 29th day of May, 1909. (Reads:)

**[Deposition of John T. Heffernen, for Claimant.]**

JOHN T. HEFFERNEN, a witness called on behalf of the claimant, being duly sworn, testified as follows:

“(By Mr. DuBOSE.)

Q. What is your name?

A. John T. Heffernen.

Q. What is your business?

A. Proprietor of machine-shop and drydock company.

Q. How long have you been in that business?

A. Been in the machine-shop business, operating a shop fifteen years.

Q. Whereabouts—Seattle?

A. No. Came here ten years ago; five years in Port Townsend.

Q. Where do you live now?      A. Seattle.

Q. Do you know the steamship ‘Ohio’?

A. Yes, sir.

(Deposition of John T. Heffernen.)

Q. How long have you known her?

A. I have known the steamship 'Ohio' five years.

Q. Did you or your firm do any work on her in 1907?      A. Yes, sir.

Q. When did you see her again in the drydock after 1907? Did you see her again in the spring of 1908?

A. I cannot give the exact date, but I saw her in 1908, the day she was docked.

Q. That was prior to June, was it?

A. Yes, docked before going out.

Q. After you finished repairs on her in 1907 was or was [489] she not in good condition?

A. She was absolutely in good condition.

Q. Did you see her hull in 1908?      A. Yes, sir.

Q. Prior to sailing for Nome?      A. Yes, sir.

Q. What condition was she in at that time?

A. She was in good condition.

Q. There is an allegation in the libel, Mr. Heffernen, which says that 'the hull of said vessel'—meaning the 'Ohio'—'at and below her water-line were and are old, brittle and greatly scaled, and was thin by reason of such scaling; that said vessel was not, during any of the time hereinafter mentioned'—that was June, 1908—'a seaworthy vessel for the voyage between said port of Seattle and Nome.' I will ask you with reference to that allegation whether she was seaworthy in May, 1908, and June, 1908?

A. She was absolutely in good condition and seaworthy.

Q. Well, was her bottom or hull old and brittle



(Deposition of John T. Heffernen.)

and greatly scaled?

A. No, her hull is in splendid condition.

(No cross-examination.)

(Deposition of witness closed.)”

Mr. FULLER.—I wish to offer the deposition of Capt. D. H. Jarvis.

Deposition of D. H. Jarvis, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 29th day of May, 1909.  
(Reads:) [490]

**[Deposition of Captain D. H. Jarvis, for Claimant.]**

Capt. D. H. JARVIS, a witness called on behalf of the claimant, being duly sworn, testified as follows:

(By Mr. DuBOSE.)

Q. What is your business?

A. I am secretary of the Northwestern Commercial Company and associated interests.

Q. Have you ever been a sailor, Captain?

A. Yes, sir.

Q. What service were you in?

A. I was twenty-four years—I went to sea as a boy and was twenty-four years in the Revenue Cutter service.

Q. What position did you occupy when you resigned from the Revenue Cutter service?

A. I was successively—I started in as a cadet and raised through the various positions as an officer to that of captain.

Q. Do you know Captain Conradi?      A. Yes, sir.

(Deposition of Captain D. H. Jarvis.

Q. He was on the "Ohio"? A. Yes, sir.

Q. How long have you known Captain Conradi?

Q. Oh, ten or eleven years.

Q. Did you ever sail with him, Captain?

A. I spent about *four* or five days altogether with him, I think on the "Garonne" and on the "Centennial," in Bering Sea and Norton Sound.

Q. Would you consider Captain Conradi a competent or incompetent master?

A. I did then, and I do now, consider him a competent master.

(No cross-examination.)

(Deposition of witness closed.) [491]

Mr. FULLER.—I offer the deposition of Capt. B. B. Whitney, inspector of hulls.

Deposition of B. B. Whitney, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 29th day of May, 1909. (Reads:)

**[Deposition of Captain B. B. Whitney, for Claimant.]**

Capt. B. B. WHITNEY, a witness called on behalf of the claimant, being duly sworn, testified as follows:

"Q. (Mr. DuBOSE.) What is your name, Captain? A. B. B. Whitney.

Q. What position do you occupy in the United States Government service?

A. I am Inspector of Hulls; that is the official title, but the office is known as Local Inspector of Steamboats.

(Deposition of Captain B. B. Whitney.)

Q. How long have you held such position here in Seattle?     A. Since July, 1903.

Q. Do you know the steamship 'Ohio'?

A. Yes, sir, I do.

Q. How long have you known her?

A. Well, I have known her ever since I have been in the office as Inspector and Assistant Inspector, which commenced in 1901, in March. But I knew the 'Ohio' when she first came to the coast, in November, 1898.

Q. Did you see her on the drydock, Captain, last year?

A. No; I have not seen her on the drydock within the last year.

Q. When did you last see her on the dock?

A. I cannot remember when I last saw the 'Ohio' on the dock.

Q. Who inspected her last year?

A. One of our assistants.

Q. Who is he?

A. J. N. Ansell, as Assistant Inspector of Hulls, and C. W. Quinn, Inspector of Boilers. [492]

Q. Are they here?

A. No; Ansell and Quinn are both in San Francisco; they have been transferred.

Q. Do you know whether she has passed inspection last year?

A. Oh, yes, sir; she was passed upon the recommendation of the assistant inspectors, and has been passed every year since I have been in the office when she came up for inspection.



(Deposition of Captain B. B. Whitney.)

Q. Do you know the condition of her hull, Captain?

A. The 'Ohio's' hull is in good condition. I made a personal examination of her hull in the winter of 1907 and 1908 while she was laid up at Quartermaster's Harbor overhauling. I do not know whether it was 1907 or 1908, but it was that winter.

Q. You looked at her at that time?

A. Yes, I went over there. They were scaling and painting her inside, and I made a personal examination right there.

Q. In the libel in this case there is an allegation, Captain, which says that 'plates in said vessel'—namely, the 'Ohio'—'at and below her water-line were and are old and brittle and greatly scaled, and are thin by reason of such scaling; that said vessel was not during any of the times hereinafter mentioned, that is in June and July, 1908, a seaworthy vessel on the voyage between said ports.' How about that?

A. There is no truth in the allegation at all. The 'Ohio' has a fine hull. She is one of the old ships, but she has been very well kept, and she was built at a time when they were putting good iron in vessels, and considered better material than the steel they put in now-a-days; that is, it is more flexible, and they put in greater weights in those days. And her type being [493] what we call a 'long-legged vessel,'—I don't know whether you people understand that or not, but it means a narrow, deep vessel, which means that the material is on edge, where the

(Deposition of Captain B. B. Whitney.)

wider-built vessel the weight of the material lies flat. You understand, material comes on edge; the stress is brought edgewise and it stands a greater pressure better.

Q. Look at that certificate of inspection there and tell me what it is.

A. This is the certificate of the local inspectors of steamboats, certifying this ship is in a good, seaworthy condition, and equipped according to law.

Q. Is that an official document?

A. This is an official document, yes. This is not the original survey certificate, as made by our office, and you will notice it is signed by E. E. Kelly, deputy collector. We go before the Collector and swear *and swear* to the statements made in the original certificate. We make copies of the original certificates and certify them.

Q. The original is kept on file with the Government?

A. The original is kept on file with the Collector of Customs at Port Townsend.

Q. That is the one that is issued?

A. This is a copy that is issued by the Collector of Customs, or his deputies, to the master or owners of the ship, and you will see there is a notation that this is a certified copy and certified by the deputy collector.

(No cross-examination.)

(Deposition of witness closed.)" [494]

Deposition of James Fowler, taken before A. C. Bowman, a Commissioner of the United States Dis-



(Deposition of James Fowler.)

district Court for the Western District of Washington, at Seattle, Washington, on the 31st day of May, 1909.

Present: Mr. SHEPARD, for the Libelants.

Mr. DuBOSE, for the Claimant.

**[Deposition of James Fowler, for Claimant.]**

Mr. JAMES FOWLER, a witness called on behalf of the claimant, being duly sworn, testified as follows:

Q. (Mr. DuBOSE.) What is your name?

A. James Fowler.

Q. What is your business?

A. Surveyor to Lloyd's.

Q. Were you surveyor for Lloyd's during 1908?

A. Yes, sir.

Q. Did you survey any of the vessels coming out from Nome on the first trip in 1908? A. I did.

Q. What vessels did you survey?

A. I surveyed the "Ohio," the "Victoria," the "Senator" and the "Northwestern."

Q. The "Yucatan"? A. The "Yucatan" also.

Q. What was the result of those surveys, Mr. Fowler?

A. Well, in the case of the "Victoria," she was very extensively damaged. The damages were so great that I could not enumerate them all from memory.

Q. Just state generally. It was very great, the damages?

A. She was very greatly damaged in the plating.

Q. What would be the cost of the repairs?

A. That I could not recollect, but it would not be



(Deposition of James Fowler.)

less than thirty thousand dollars.

Q. What other ships that you surveyed?

A. The "Senator."

Q. What was the damage to her, if any? [495]

A. She was extensively damaged on the forward end, and the damage to all the ships was principally on the forward end, with the exception of the "Victoria"; she had her rudder very severely damaged with the ice; and her pintles broken.

Q. What damage was done to the "Yucatan"?

A. The "Yucatan's" plates were damaged; she was not so severely damaged as the others.

Q. What about the other ships?

A. The "Northwestern," she had about thirty plates to come out of her. I surveyed her recently in the dock. She has not been in the dock since, and there are about thirty plates to be pulled out of her when they get time to do that. The damage was not so severe as to make her unseaworthy, but still these plates have to come out, to put her in the same condition she was previously.

Q. These were all the ships that you surveyed after that?

A. As far as I recollect in connection with the damage in the ice at that time.

Cross-examination.

(Read by Mr. SCHOFIELD:)

Q. (Mr. SHEPARD.) Did you survey the "Beaveric"?

A. I do not remember, but I could look up my notes. There is another one that I might say, that was the "Beechley"; she was extensively damaged;

(Deposition of James Fowler.)

she got ashore.

Q. That is the one I meant.

A. She was severely damaged.

Q. She was damaged from grounding?

A. The principal damage was from grounding, but *there plates* cut in by the ice before she grounded.

[496]

Redirect Examination.

(Read by Mr. FULLER.)

(By Mr. DuBOSE.)

Q. How much was the "Beechley" damaged, how many plates, do you remember?

A. I could not tell you now without looking up my records. If I had known you wanted to know I could have brought them with me.

Q. (Mr. SHEPARD.) These damages that you say were caused by the ice, looked like they were caused by the ice?

A. Yes; they were reported to me so.

Q. You do not know anything about the original damages except what was reported to you?

A. That is all. From reports and from the log of the ship, and I can only make my observations from what I saw.

(Deposition of witness closed.)

Mr. FULLER.—I next offer the deposition of S. B. Gibbs, also a surveyor of ships, etc.

Deposition of S. B. Gibbs, taken before A. C. Bowman, a Commissioner of the United States District Court for the Western District of Washington, at Seattle, Washington, on the 31st day of May, 1909.

(Reads:)

**[Deposition of Captain S. B. Gibbs, for Claimant.]**

Capt. S. B. GIBBS, a witness called on behalf of the claimant, being duly sworn, testified as follows:

(By Mr. DuBOSE.)

Q. What is your name?      A. S. B. Gibbs.

Q. What business were you in in 1908?

A. Agent and surveyor for the San Francisco Board of Marine Underwriters. [497]

Q. As surveyor did you survey any of the ships that came out of Nome from June and July, 1908?

A. Quite a number.

Q. What ones did you survey?

A. Surveyed the "Northwesters," the "Senator," the "Mackinaw," "Hyades" and the "Ohio."

Q. Were all these ships damages?

A. All damaged.

Q. Have you ever seen the "Ohio"?

A. I have.

Q. In the drydock?      A. I have.

Q. When?

A. Well, now, I did not bring my survey; I have had my survey with me until to-day; I saw her when she came back from Nome, the voyage that she received damage, when Conradi was in her. I saw her then in drydock. I also saw her in the drydock when she returned from her first voyage with Captain Brown when she was damaged up there.

Q. You saw her in 1907 and 1908?

A. Yes, sir; I do not remember the exact month; I think it was in August, 1908.

Q. Captain, what kind of a hull has the "Ohio,"



(Deposition of Captain S. B. Gibbs.)

a good hull or a bad one?

A. She has a good hull; the frames were in good condition and she has very narrow plates, and the plates are in fine shape.

Cross-examination.

Q. (Mr. SHEPARD.) Did you make this survey in conjunction with the surveyor for Lloyd's?

A. Yes, sir, I did.

(Deposition of witness closed.) [498]

Mr. FULLER.—I offer now the continuation of the deposition of Capt. John O'Brien.

(Reads:)

**[Deposition of Captain John O'Brien, for Claimant  
(Recalled).]**

JOHN O'BRIEN, recalled, testified as follows:

Q. (Mr. DuBOSE.) Look at Exhibit "A" and look under the column headed "1908." I would like to ask you, Captain, taking the number of passengers as they appear in Exhibit "A" for the year 1908, and the amount of provisions there: Would you say that that ship was sufficiently provisioned upon the voyage from here to Nome?

A. Unqualifiedly I would say so, from the fact of knowing that she had more passengers on her previous voyage to Nome, the voyage of 1907, and less provisions.

Q. Captain, taking the provisions there, and see if there are sufficient, that is, to the number of pounds of meat, etc.?

A. In my opinion, this vessel had twice as much

(Deposition of Captain John O'Brien.)

meat as necessary for that complement of passengers and crew.

Q. Captain, how many days were you on the "Yucatan" in the first voyage in 1908 to Nome?

A. Seventeen days and a half.

Q. At one time, Captain, did you contemplate putting your passengers on two meals a day?

A. I did, sir.

Q. Will you please tell me why that was so?

A. Well, the conditions were such that it looked very much like we would have a prolonged stay in the ice; and after considering the matter very carefully and knowing the fact that two vessels had in the previous years been taken up with the ice into Bering sea, and knowing that there would be suffering on account of being liable to be short of provisions, from the fact of being taken into [499] Bering sea, I made up my mind that if the ice did not break or clear so that I could see my way to get into Nome in twenty-four hours afterwards, I was going to put them on two meals a day.

Q. Do you think, under the circumstances, a master would be justified in putting his passengers on two meals a day notwithstanding the fact that the ship was well provisioned when she started?

A. Undoubtedly I would, knowing the unusual conditions of Bering sea.

Q. Of last year?      A. Last year.

Q. You mean, when you say the ship went into Bering sea, you meant that they went into the Arctic; you said Bering sea?

(Deposition of Captain John O'Brien.)

A. Yes, up through Bering sea.

Q. Into the Arctic? A. Yes, sir.

(Deposition of witness closed.)

Mr. FULLER.—I now offer in evidence Exhibit "A" attached to the deposition of Capt. O'Brien, being a statement of the list of provisions taken by the "Ohio" on voyage No. 18, the voyage in question.

Mr. SCHOFIELD.—No objections.

(Reads:)

**[Claimant's Exhibit "A."]**

Comparative Statement of Store on S. S. "OHIO."

Season 1907 First Voyage.

Season 1908 First Voyage.

	1907.	1908.
Fresh Meat .....	23947 #	28620 #
Fish .....	2000 #	2658 #
Smoked and Pickled Meats....	2983 #	2412 #
	<hr/>	<hr/>
Total.....	28930 #	33690 #

**[500]**

Vegetables .....	22200 #	25314 #
Passengers .....	264	162
First and Second.....	343	255
Steerage .....	343	255
Crew .....	149	135
	<hr/>	<hr/>
	756	552

Emergency Stores:

Meats .....	2000	2100
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Notes: The fresh meat for 1908 does not include 12,579 pounds taken from cargo.



Claimant's Exhibit "A." Filed May 29, 1909.  
A. C. Bowman, U. S. Commissioner, Western District of Washington.

Mr. FULLER.—I wish to offer in evidence a certified copy of the Certificate of Inspection heretofore mentioned in the deposition of the Inspector of Hulls.

Mr. SCHOFIELD.—No objection.

We admit that the S. S. "Ohio" was inspected in 1908 and was passed by the Inspector.

(Reading waived.)

The COURT.—It may be received and marked as an exhibit in the case, and considered read.

**[Claimant's Exhibit "B."]**

Form 821.

INSPECTED BY

INSPECTED BY

J. N. Ansell, Ass't

C. W. Quinn, Ass't

Inspector of Hulls

Inspector of Boilers.

This Certificate Expires May 7, 1909.

Department of Commerce and Labor.

Steamboat Inspection Service.

Certificate of Inspection for Passenger Steamers of  
over 100 gross tons.

State of Washington,

District of Puget Sound.

Ocean Passenger Steamer "OHIO."

**[501]**

Application having been made in writing to the Undersigned, Inspectors for this District to inspect the Steamer "OHIO" of Seattle, in the State of Washington, whereof the White State Steamship Co.

is owner, and Chas. G. Conradi is at present master, said Inspectors having performed that duty, in accordance with the provisions of Title LII, Revised Statutes, and the Rules and Regulations of the Board of Supervising Inspectors, on the 7th day of May, 1909, DO CERTIFY *thqt* the said vessel was built at Philadelphia, in the State of Pennsylvania in the year 1873; that the hull is constructed of iron and, as shown by official records, is of 3439 gross tons; that the said vessel has 68 staterooms and 158 berths, and is allowed to carry 698 passengers, viz.: 192 First-cabin, ——— Second Cabin, and 503 Deck or Steerage passengers; also is required to carry a full *completemn* of officers and crew, consisting of 1 Master, ——— Pilot, 3 Mate, 4 Quartermaster, 12 Seamen, ——— Deck Hand, 1 Chief Engineer, 3 Assistant Engineer, Junion Engineer, 3 Warrer-tender, 3 Oiler, 9 Firemen, 9 Coal Passer, ——— wiper, 2 Watchmen, and also 80 persons when needed in Steward's and other departments not connected with the navigation of the vessel; that the said vessel is provided with one triple expansion condensing engine of 31 46 & 72 inches diameters of cylinders and 4 &  $\frac{1}{4}$  feet stroke of piston, and 3 boilers, 12 feet in length and 169 inches in diameter, made of lawful steel, in the year 1908, and is allowed a steam pressure of 150 pounds to the square *inche*, *an* no more. The said vessel is permitted to navigate for one year the waters of the Pacific Ocean between Seattle and other ports, and touching at intermediate [502] points, a distance of about ——— miles and return.

We further certify that the said vessel at the date hereof is, in all things, in conformity with the law.

The following particulars of inspection are enumerated, viz.:

Lead-line draft—25 feet ——— inches.

Water-tight cross bulkheads—No. 6.

Has permanent stairways from main to upper deck  
—yes.

Anchors—No. 6; Cables, No. 2.

Dag ——— No. 1.

Has Chain Tiller ropes—yes.

Has iron rods or chains—yes.

Has additional steering apparatus, consisting of  
handgear relief tackles.

Has Telegraph—yes.

Has signal tubes from pilot-house to engine-room  
—yes.

Has name in letters not less than six inches long on  
side of pilot-house—yes.

Location of whistle—correct.

Compasses—No. 3.

Has Signal Lights—8x10 in.

Metal lifeboats—No. 1.

Wooden lifeboats—No. 3.

Working boat—No. 1.

Collapsible (folding) lifeboats—No. ———.

Every lifeboat has equipment in accordance with the  
rules—yes.

Life-rafts—No. 3.

Life-preservers—No. 852.

Auxiliary life-saving appliances No. and kind—  
4 cork rings.



Has line-carrying projectiles and means of propelling them—yes.

Fire-extinguishers—No. 3.

Portable hand-pumps—No. ———.

Double acting hand fire-pumps—No. 2.

Hose—Internal diameter of, inches 2.

Length of ———, feet 1150.

Fire buckets—No. 94.

Water barrels—No. ———.

Water-tanks—No. 8.

Axes—No. 15.

Stoves securely fastened to deck—yes.

Has 2 copies steamboat laws on board—yes.

Has 2 copies pilot rules on board—yes.

Boilers, No. 3; when built—1899.

Where built—Seattle, Wash.

By whom built—Moran Bros.

Boiler plate steel:

Thickness of 1  $\frac{5}{32}$ .

Tensile strength of 60000.

Ductility of 39 to 56—

Record in local inspector's office at Seattle, Wash.

Boiler shell ——— drilled 1.

Thickness of plate found ——— raw inches.

[503]

Longitudinal seams tripple riveted.

Holes drilled.

Steam pressure allowed, 160 lbs.

Furnaces, 3 each, boilers, 9.

Length, 8 ft. 3 and  $\frac{1}{32}$  in.

Diameter, 3 ft. 8 in.

Thickness,  $\frac{17}{32}$  in.

Tubes, 288 ss. Boiler No. 864.

Length, 8 ft. *e* in.

Diameter, 3 in.

Thickness,  $\frac{1}{2}$  in.; boiler, 6.

Safety valves, *les* boiler, 3.

Aggregation area, 84.81 sq. in.

Steam *guages*, boiler, 9 in.

*Guage* cocks, 3 *es* boiler, 9.

Low-water *guages*, 1 *es* boiler, 3.

Fusible plugs, ——— No. 1.

Feed pumps for boilers, No. 4.

Steam pumps, double acting, No. 2.

Donkey boilers, No. 1; when built, 1887.

Where built, Philadelphia, Pa.

By whom built, Coldneer, 11.

Diameter of 8 ft. 3 in.

Thickness of plate,  $\frac{4}{5}$  in.

Tensile strength of plate, 60000.

Ductility of plate, 50%.

Record in local inspector's office at  
Philadelphia, Pa.

Steam pressure allowed to donkey boiler,  $37\frac{1}{2}$  lbs.

Hydraulic pressure applied to donkey boiler, 60' lbs.

State of Washington,

City of Seattle,—ss.

Subscribed and sworn to before me this 12th day  
of May, 1908, by Bion B. Whitney, Inspector of  
Hulls, Robt. A. Turner, Inspector of Boilers.

[Seal]

E. E. KELLY,  
Deputy Collector.

Custom-house, Seattle, Wash., May 22, 1908.

I hereby certify that the above Certificate is a true copy of the original on filed in this office.

[Seal]

E. E. KELLEY,

Deputy Collector of Customs.

[Endorsed]: Claimant's Ex. "B." Filed May 29, 1909. A. C. Bowman, U. S. Commissioner, Western District of Washington. [504]

[Depositions endorsed]: No. 110—Admr. In the District Court for the District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. The Steamship "Ohio," etc., Respondent, The White State Steamship Co., Claimant. Depositions on Behalf of the Claimant. The within depositions filed June 15, 1909, and published in open court this Aug. 5, 1911. John Sunback, Clerk. By T. M. Reed, Deputy.

Mr. FULLER.—I desire now to offer in evidence a portion of the deposition of Capt. C. G. Conradi.

Deposition of C. G. CONRADI, taken before A. J. Beecher, a Notary Public in and for the District of Alaska, at the offices of Dudley DuBose, corner of Kester Way and First Street, Nome, Alaska, on behalf of libelants, commencing at the hour of 10 o'clock P. M., on the 16th day of July, 1908. (Reads:)

**[Deposition of Captain C. G. Conradi, for Libelants.]**

"C. G. CONRADI, being first duly sworn by the notary to tell the truth, the whole truth, and nothing but the truth, testified as follows:

(Questioned by Mr. SCHOFIELD.) State your name. A. Charles George Conradi.

Q. State your age. A. 54.



(Deposition of Captain C. G. Conradi.)

Q. Occupation?

A. Ship's master; master mariner.

Q. How long have you been a master mariner?

A. Twenty-nine years.

Q. During that time how much experience have you had in navigating Bering Sea?

A. Ten years.

Q. What does your ticket call for, size of vessel and sail? [505] A. Unlimited.

Q. What experience, if any, have you had in Bering Sea waters on the first sailing from Seattle or other ports, Pacific Coast points, during the past ten years? A. First sailings, three.

Q. How long have you been connected with the steamship 'Ohio' as its master?

A. Since July last year.

Q. You succeeded Captain Brown?

A. Yes, sir.

Q. What voyage was this termed by the ship?

A. Voyage 18.

Q. Voyage 18 of 1908? A. Yes, sir, of 1908."

Mr. FULLER.—Now, I desire to omit all this, which is just a repetition of the depositions of all the other witnesses with regard to the dates of leaving Seattle, etc., omitting from line 28, at the bottom of page 2 to line 2 on page 7:

"Q. When you had sailed that 20 miles, where were the other vessels that you have mentioned?

A. They were in the pack.

Q. Still in the pack?

A. Yes, sir, to the best of my knowledge."

(Deposition of Captain C. G. Conradi.)

Mr. FULLER.—I now ask to omit from line 6, page 7, down to line 23, on the same page. (Reads:)

“Q. Then you encountered another ice pack?

A. Yes, sir.

Q. Where were you on the 17th day of June? Refer to your log-book.

A. On the 17th I got up to this barrier that was facing Nome.

Q. Did you encounter any vessels on the 17th?  
[506]

A. The ‘Hyades’ jammed hard and fast in the pack.

Q. How long were you in company with the ‘Hyades’? A. At that time?

Q. Yes.

A. I skirted around the pack looking for an opening the whole of that day and found none.

Q. Where were you on the 18th of June?

A. On the 18th of June I had gotten up within sight of Sledge Island, up through a long bay in the ice.

Q. How far were you off Sledge Island?

A. About 30 miles.

Q. What direction?

A. Sledge Island bearing about north.

Q. About due north? A. About north.

Q. How long did you remain in the vicinity of Sledge Island?

A. I went out through that bight that night into more open water.

Q. Sailing in what direction? A. South.

(Deposition of Captain C. G. Conradi.)

Q. That was on the return trip then?

A. No, simply *packing* out from the pack; getting the ship in a safe position.

Q. What was the extent of the pack in the vicinity of Sledge Island on the 18th?

A. The extent of it?

Q. Yes, as far as you could determine from your vessel.

A. The extent of that pack started from 20 miles south of Nunivak Island and as far as I could see to the northwest beyond Sledge Island.

Q. Then you were in open water when you made this point near Sledge Island?

A. Yes, a bay in the ice. [507]

Q. And there was open water to the eastward?

A. Only where we came through from the southeast to reach that point.

Q. I will ask you if it isn't a fact *than* when you turned back from a point, Sledge Island bearing to a northerly direction, about 30 miles distant, there wasn't open water to the eastward on a course your vessel would naturally sail if proceeding to Nome?

A. None, no; that was the ice barrier.

Q. You are positive of that? A. Yes."

Mr. FULLER.—I now will omit from line 17 on page 9 down to line 13 on page 12. (Reads:)

"Q. Point 5?

A. Yes, about there. The whole fact of the matter is, we were in a large pool of water here, say, roughly, 30 miles in extent, southeast and southwest.

Q. With open water to the southern?



(Deposition of Captain C. G. Conradi.)

A. Open water to the southern. Whenever we went east we found a barrier, and on this side here, right across there was a barrier facing a wall of ice, that is still in sight from the hills at the present moment, thinner and smaller, of course, but the same wall of ice is there to-day.

Q. A wall of ice that in your judgment at that time the ship could not safely penetrate?

A. I didn't consider it safe to go into that wall of ice at that time."

Mr. FULLER.—Omitting now down to page 17, line 28. (Reads:)

"Q. When did you arrive at point 6 on your return trip from Dutch Harbor?"

Mr. FULLER.—I will say, your Honor, there was a map that was scaled, which was got up by [508] the witness, and to which he has referred from time to time, to different points on that map, in his deposition. I do not care to offer it in evidence, myself.

"A. The date?

Q. Yes.

A. We arrived at the ice pack about 7 o'clock the evening of the 6th.

A. Of July?      A. Of July, yes, sir."

Mr. FULLER.—I wish to offer in evidence the list of stores purchased in Dutch Harbor by the "Ohio" which is attached to the deposition of this witness.

(Exhibit referred to as stores purchased in Dutch Harbor received in evidence at this time and marked Exhibit "L," and which reads as follows:)

**Claimant's Exhibit "L."**

**STORES PURCHASED IN DUTCH HARBOR.**

Pilot Bread.....	# 900
Flour.....	2000
Spaghetti.....	75
Salmon—cans.....	48
Carrots—cs.....	4
Succotash—cs.....	40
Cookung salt.....	# 140
Coffee.....	# 120
Syrup—gals.....	10
Pickles—qts.....	36
Sauce.....	48
Dried Fish.....	40
Salt Fish—bbl.....	4
Beef and Pork—bbl.....	6
Butter.....	310
Matches—Gross.....	1
Paper, toilet—pkgs.....	50
Fresh fish.....	#1638

E. J. BURKE,

Chief Steward S. S. "Ohio."

[Endorsed]: No. 110-A. Crooks et al. vs. S. S. "Ohio." Exhibit "L." Filed Aug. 7, 1911. John Sunback, Clerk. By T. M. Reed, Deputy. [509]

Mr. FULLER.—Beginning with line 9, page 31.  
(Reads:)

"Q. Now, was this prtest filed by reason of the injury to the plate cracked by the ice?

A. We make a practice of filing protests always on reaching port.

(Deposition of Captain C. G. Conradi.)

Q. If there is anything to protest for?

A. Whether there is anything or not, we make a protest. We don't know what we will find when we open up the hatches; if there is anything we know of, of course, that makes it more particular.

Q. Do you mean every time your vessel arrives in Nome she files a protest whether there are any damages or not?

A. It is the custom of all steamship lines to file a protest in every port, especially on passenger ships.

Q. Then the filing of your protest on the present voyage was filed in the usual, ordinary and customary way, and had no particular reference to your delay in arriving at this port or the damages caused the vessel on the voyage?

A. It particularly took in the point that the ship was damaged by this piece of ice."

Mr. FULLER.—Omitting now, to line 21, page 35. (Reads:)

"Q. Is it not a fact, Captain, that you had intended, had not the 'Thetis' intercepted you, changing your course, and re-sailing for Dutch Harbor?

A. On what date?

Q. On the 10th day of July, 1908? A. No, sir.

Q. What were your intentions in that behalf at that time?

A. To go to the westward and look for an opening; I had already been as far as it was possible to go on the Yukon Flats. [510]

Q. Did you not state on or about the 10th day of July, on board the 'Ohio,' to your passengers, or some



(Deposition of Captain C. G. Conradi.)

of them, that you expected within 24 hours to leave for Dutch Harbor and thence on a trip back to Seattle?

A. No such statement. Had I any intentions of doing so I would never have told them so. I never make things known to my passengers.

Q. Did you make a statement in substance to that effect? A. No, sir.

Q. Did you make a statement to that effect to the master of the Revenue Cutter 'Thetis'?

A. No, sir.

Q. And there was no intention on your part at any time while on this voyage to abandon the voyage and return to Seattle?

A. No, sir, not while my coal and food hung out.

Q. Do you know to what extent the vessel was provisioned when she left Seattle, the number of passengers carried? A. Yes, sir, for a round trip.

Q. To consume approximately how many days?

A. About 18 or 19 days.

Q. What is the 'Ohio's' usual running time from Seattle to Nome? A. About 8 days.

Q. And her running time from Nome to Seattle?

A. About the same or less; a lighter ship, of course, goes faster.

Q. What was the general nature of your cargo carried? A. General cargo.

Q. Provisions?

A. Some provisions in the cargo.

Q. You had a cold storage plant aboard?

A. Yes. [511]

(Deposition of Captain C. G. Conradi.)

Q. A large consignment of meat consigned to Carsteens Brothers & Dashly?

A. Not what we style a large consignment; in fact, I looked upon it as a small consignment.

Q. How many tons of meat aboard?

A. I am not quite sure.

Q. Approximately?

A. I would not bind myself to that now without seeing the bills of lading.

Q. Was there sufficient of meat supply aboard to keep your passengers on the voyage?

A. Yes, we kept meat going for quite a time; we must have used meat out of that cold storage for about 20 days, I think, or about that.

Q. And there was still a sufficient supply of meat aboard to continue?      A. There was some left; yes.

Q. When you arrived at Nome?

A. Different kinds of meat; sickly stuff that we could not feed them on, really.

Q. When were the passengers put on short rations?

A. Well, they never were really on short rations.

Q. When did you cease to supply them with three meals a day?

A. On the 28th of June, I think it was; by request of a number of passengers I put them on two meals a day. That was the day we did away with the lunch, gave them breakfast and dinner.

Q. The 28th of June?      A. Yes.

Q. Who directed the steward to put them on short rations?      A. I did.

Q. Did that rule apply to both saloon and steerage

(Deposition of Captain C. G. Conradi.)

passengers? [512] A. Yes, sir.

Q. How many days did you continue to give them two meals a day? A. I think it was seven days.

Q. Ample food supply aboard ship, was there not, to furnish three meals a day?

A. Yes; I had to look a long way ahead, though.

Q. Why had you to look a long way ahead?

A. Ice conditions.

Q. You knew that other ships had passed you and came into Nome? A. I knew nothing about it.

Q. As a matter of fact, you led your passengers to believe that owing to the ice conditions it was impossible to bring a ship safely to Nome, did you not, right up to the 10th of July? A. Yes.

Q. And for a number of days prior to the 10th day of July, had you had any advices from any of these vessels? A. Advices, how do you mean?

Q. Of any vessel that had passed you and came into Nome? A. No.

Q. You had no wireless telegraphy aboard your ship? A. I had no wireless.

Q. I will ask you if you made a chart pointing out where different vessels were in the Bering Sea fast in the ice?

A. I made a thing and put it up on the deck for the passengers, yes.

Q. You posted a number of these charts up showing the positions of these vessels up in the saloon from time to time?

A. Yes; and Mr. *orin* over there has them all; I made it a point to give them to him. [513]



(Deposition of Captain C. G. Conradi.)

Q. As a matter of fact, there was no information possessed by you at the time of making these charts and posting these notices in the saloon hall? They were not based on any information that you had as to the position of the respective ships?

A. We had the position of the ships that were in sight; the ships that were in sight we made it a point to call on if possible asking them for their experience of the ice.

Q. I refer to the vessels that had passed you and gone beyond your sight?

A. I don't know what became of them; I didn't know.

Q. You led the passengers to believe that the boats that had gone through and had been crowded up on the beach at Nome, did you not?

A. I knew nothing about them after they left.

(Question read.)

A. No, sir.

Q. You never made a statement to that effect to a passenger?      A. No, sir.

Q. You never made any statement to the passengers in substance and to that effect that if the vessels had gone through the floe that lay between you and Nome that the ice had gone in and had crowded the vessels on to the Nome coast?

Mr. FULLER.—There is an objection in the record, taken at the time of taking the deposition 'that the question is not *germain* to the subject and certainly is not material, and he has laid no foundation for impeachment.' I wish to withdraw that *bojec-*

(Deposition of Captain C. G. Conradi.)  
tion at this time.

The COURT.—The objection may be withdrawn.  
[514]

A. No, sir.

Q. Are you in the habit of consulting your passengers relative to what shall be done aboard ship?

A. I guess not.

Q. How many passengers consulted you with reference to two meals a day?

A. It was pretty general talk at the table. I will name one, if you like.

Q. You inspected the steerage quarters each day?

A. Each day that I was able to.

Q. If you didn't one of your officers did?

A. When I was not able to go around the chief officer and the doctor always made the rounds."

Mr. FULLER.—Omit from this point to line 6 on page 44. (Reads:)

"When you arrived at the point approximately 30 miles south of Sledge Island, why did you not proceed to Nome?

A. The ice barrier prevented me."

Mr. FULLER.—Omitting from line 9, page 44, to line 3, page 45. (Reads:)

"Q. Were the relations between yourself and your passengers at all times friendly?

A. Yes, I always considered them so until I arrived here and this libel was filed on me.

Q. I will ask you if at any time on the voyage you threatened to put any of them in irons?

A. No, sir, it never came to that.

(Deposition of Captain C. G. Conradi.)

Q. Your relations with the passengers in the steerage compartment were friendly at all times?

A. Yes, sir."

Mr. FULLER.—Omitting now to line 1, page 46.  
(Reads:)

"Q. Who was on the bridge, if you recall, when the vessel was injured from the breaking off of a piece of ice from the floe? [515]

A. Chief officer and the third officer.

Q. Where were you at that moment?

A. Looking at the ice strike the ship from the lower deck or main bridge we call it."

Mr. FULLER.—I will omit the remainder of the direct examination, and offer the whole of the cross-examination. (Reads:)

"Cross-examination.

Q. (Questioned by Mr. Judge DuBOSE.)

Q. How long have you been at sea?

A. 42 years.

Q. I believe you testified that you are 29 years a master. A. Yes, sir.

Q. Under what flags have you sailed?

A. Under the British, Japanese and United States; I hold a certificate from each of those nations as a master.

Q. First-class master?

A. Yes, sir. Also an engineer's certificate from the British Government.

Q. Have you ever lost a ship? A. No, sir.

Q. Have you ever had your master's papers suspended for the time being? A. Not a scratch.



(Deposition of Captain C. G. Conradi.)

Q. When did you first sail as a master of a vessel from Seattle to Nome?     A. 1898, to St. Michael.

Q. What time of the year did you arrive at St. Michael?     A. The 4th of July.

Q. What ship were you in in 1901?

A. The steamer 'Garonne.'

Q. In 1900 what ship were you on? [516]

A. 1899, 1900, I was in the 'Garonne'; I wad the first to make a landing here at this port in 1899, the first ship in the harbor.

Q. What were the three trips that you took to Nome that you testified about on the first sailing, and each vessel?

A. That was the first. When I came up here I made that landing; that was the first sailing.

Q. What was the other years that you were here?

A. The times that we went to St. Michael I came in here to have a look at the place; that was in '98; that was the first time I saw Snake river.

Q. You said that you made three first trips of the season?     A. Yes.

Q. What years were they?

A. '98, '99, 1900 and this one.

Q. This is the fourth one?

A. This is the fourth one.

Q. What ship were you in in 1900?

A. The steamship 'Garonne'; I was four years in that ship.

Q. How does the ice compare this year with any of the previous years you have been on this trip?

Mr. SCHOFIELD.—I will withdraw my objection

(Deposition of Captain C. G. Conradi.)

to that question at this time.

A. This is the worst I ever saw.

Q. When did you first meet the ice this year?

A. The 8th of June.

Q. Where did you say that was?

A. That was about 20 miles south of Cape Mohican, off Nunivak Island.

Q. How long were you in that ice before you got into open water?

A. Came up on the 16th day; that would be about 8 days. [517]

Q. Were you moving from the 8th until the 16th, each day?

A. Not all the time; *from* the 8th until the 9th or 10th we moved, I guess, 60—perhaps 90 miles; 90 miles in 3 days, say the 11th, from the 8th to the 11th.

Q. What did you do on the 11th? just take the log there. A. We were in the pack then.

Q. You stood still the 11th?

A. As far as headway was concerned, but we really drifted back; the pack drifted back and we had to drift with it. On the 11th and 12th we were nearly in the same position, but on the 13th and 14th we had drifted back about 12 or 14 miles.

Q. You spoke in your direct examination of getting into some open water where you lost these other ships?

A. Yes, sir, that was on *the* 16th, 15th or 16th.

Q. Where were you then?

A. About 61.30 north.

(Deposition of Captain C. G. Conradi.)

Q. You spoke of a barrier facing Nome on the 17th day of June?     A. Yes.

Q. How was that ice compared with the ice you had gone through?

A. It was different ice altogether. The ice we had gone through down below we considered to be the Bering sea ice mixed up with river ice from the large rivers.

Q. What was the barrier?

A. That was Bering Sea and Arctic ice, the major part of it Arctic ice; ice that came down from the Arctic hard, blue, flinty ice.

Q. You think in your position it was impossible to get through it?

A. It was not possible to go through it.

Q. Safely?

A. Yes, it was impossible to go through safely as far as [518] we could see.

Q. Now, on the 17th or 18th you say that you moved into a basin of water, a pool of water?

A. Yes.

Q. And then you turned back?     A. Yes.

Q. Why did you turn back?

A. I turned back to go to Dutch Harbor.

Q. No, not on the 18th of June?

A. I came back out of the bay; I had gone up through a narrow bay into the ice, when I reached the most northerly point in the ice previous to getting to Nome; my idea in getting out of that bay was so not to get enclosed in the ice. I did not want to lay within it, for if the two points should



(Deposition of Captain C. G. Conradi.)

close in we would be embayed or engulfed.

Q. You said on direct examination that you did not think it was safe to proceed.

A. No, sir, I came out of it.

Q. Are you of the same opinion now?      A. Yes.

Q. What time did you supply this food to the 'Transit'?

A. That would be the 19th, I think, just after I came out of that bay; seven o'clock in the morning of the 19th I supplied the 'Transit.'

Q. Why did you go back to Dutch Harbor? Tell your reason for it, complete.

A. The reason for going back to Dutch Harbor was to get more coal, more water and more provisions.

Q. Did you think at that time that you might be out 20 or 30 days longer?

Mr. SCHOFIELD.—Objected to as leading.

The COURT.—Objection overruled. [519]

A. The ice conditions at that time were so that I might have been there a month or two months. There was very little alteration in the ice from the time we arrived and to the time I returned to Dutch Harbor, and got back again; very little alteration; in fact, to-day, at this present moment there is an ice barrier in sight from the hills now right across in front of Nome. Yesterday I saw it distinctly.

Q. On the 29th of June, you said in your direct examination, that the 'Thetis' offered to pilot you to Nome and you said that you would go as far as *thought* you possibly could, and you followed them and then turned back?

(Deposition of Captain C. G. Conradi.)

A. I followed him until he got stuck; he could make it where we couldn't make it; his ship was built for that purpose; he could go where it wasn't possible for us to go.

Q. Then you turned back?      A. Yes.

Q. The 'Transit' went in with him?

A. No, the 'Beechley'; they didn't go on because they stuck there, too.

Q. They finally got to Nome on that trip, didn't they?      A. No.

Q. The 'Beechley' got to Nome?

A. I don't know how the 'Beechley' got here; she got on the rocks I heard.

Q. Don't you know that the 'Beechley' was injured on that trip by the ice?      A. No.

Q. You don't know that?      A. No.

Q. What was the conversation between you and the 'Thetis,' Captain, at that time, on the 28th of June?

A. He told me he was going to lay a course direct for [520] Nome, and attempt to push through; that was his words. I told him I would follow up, I believe, and if conditions were favorable I would push through with him. When they got in the pack there was no water and the ice was too close together; he himself stuck after going about half a mile, I think.

Q. Were you as anxious to get to Nome as your passengers?      A. I guess so.

Q. What was it costing for the ship to lie there idle, about, in round figures?



(Deposition of Captain C. G. Conradi.)

Mr. SCHOFIELD.—That is objected to as immaterial.

The COURT.—Objection overruled.

A. Roughly, eight to nine hundred dollars.

Q. Eight to nine hundred dollars a day?

A. Yes; that is, food and wages.

Q. What are the regulations as to blowing the whistle and ringing the bell during fog?

A. Not less than two minutes.

Q. Is there any difference while at anchor or while moving?

A. Yes, sir. Steam whistle while under way, bell while at anchor.

Q. Those are the regulations? A. Yes.

Q. Is there any difference between an iron ship in the ice and a wooden ship?

A. Yes, a great difference.

Q. Which is more liable to be injured?

A. An iron ship, because coming up here our iron gets quite chilled; we take the temperature of the water every hour after we get through the Unimak Pass until we arrive here; sometimes the water is as cold as 32 degrees; in fact, down at Nunvak Island the ice froze around us near an inch in thickness [521] knitting the pack together; that was just north of Nunivak Island.

Q. When you came here on the 10th day of July was the ice pack different between you and Nome than what it *it* was previous?

A. It had moved to the north about 10 or 12 miles nearer Nome than it was on the previous occasion.



(Deposition of Captain C. G. Conradi.)

Q. I mean as to compactness?

A. Compactness was just the same; it was compact. Points and bays would open up and shut as the ice changed a little ways.

Q. There were leads in the ice, one place and another?

A. There were no leads in the ice, what we term leads—there was none.

Q. Your instructions from Mr. Waerhouse was to cut no ice. Did that mean bucking?

A. What is meant by 'cutting no ice,' is not to buck it. As the common phrase goes, 'not to buck it.'

Q. You said one place in your direct examination that Frank Waterhouse was the owner of the ship—the White Star Steamship Company is the owner?

A. I said managing owner.

Q. He is manager for the White Star Steamship Company? A. He is managing owner.

Q. For the White State Steamship Company?

A. Yes.

Q. Was any instructions given you or anything said to you by Frank Waterhouse or any other person that was connected with the White Star Steamship Company that you were not to go into the ice because the hull of the 'Ohio' was bad, or not good?

A. No, sir; the hull was in good condition.

Q. During this time that you were laying off this pack of ice did you make observations from day to day as [522] to getting in here.

A. Oh, yes.

Q. Were you ever laying at anchor at any point

(Deposition of Captain C. G. Conradi.)

where you could not see this ice?

A. No; we always anchored within sight of the ice.

Q. You said also in your direct examination that you had led your passengers to believe that no boat could safely go into Nome at that time. Did you believe that they could not?

A. I believed that no boat could safely go through the pack into Nome.

Q. Do you believe it now?      A. Yes, sir.

Q. These charts that you made in the saloon-hall were only your theory of where these ships were?

A. The ships I saw I plotted on the chart.

Q. Those that you didn't see?

A. They were not plotted at all.

Q. You spoke of the 'Thetis' telling you on her return on the 10th of July that certain boats had come into Nome. Did the captain of the 'Thetis' also tell you that they were very badly injured?

A. I received no information from the captain of the 'Thetis' at all; we were only in conversation two or three minutes; he informed me about this lead through the pack to the westward and asked me if I would consent to take it with him; the only information I got was from Mr. McManus.

Q. You came into Nome by that lead?

A. Yes, sir, immediately, never hesitated.

Q. How far west of you was that lead?

A. About 55 miles.

Q. About how far?

A. Fifty-five miles. [523]

Q. West of you?      A. Yes, at that time.

(Deposition of Captain C. G. Conradi.)

Q. You said also that you read the riot act to one of the passengers?     A. Yes.

Q. What had he done?

A. One morning I found two of them having a stand-up fight on the forward deck; I called them to a halt from the bridge and afterwards I got one man and quietly spoke to him and told him to settle his differences on shore; that the ship was no place for it, and he took it all right, and there was nothing more to it.

Q. That was what you meant by reading the riot act?

A. Yes, sir; I told him he was liable to imprisonment aboard ship if it happened again.

Q. What is the effect of iron or steel being chilled as to durability or being easily broken?

A. Crystallizes; goes from fiber into crystals.

Q. Does it have the effect of being more easily broken?

A. More easily broken. It crystallizes it, and it is more liable to break.

Q. In the libel they state that you knew that this vessel was not seaworthy. Did you know that?

A. No, sir; it is too comical.

Q. You didn't know it?     A. No, sir.

Q. What did you consider it, seaworthy or not?

A. The ship was perfectly seaworthy or I would not have been aboard of her.

Q. They also allege in the libel that you neglected and refused to navigate said vessel to the port of Nome and land said passengers on said voyage and



(Deposition of Captain C. G. Conradi.)

refused to [524] permit your inferior officers on said vessel to so navigate the same. Did you refuse to navigate the vessel to Nome?

A. No, sir; she is here and I navigated her.

Q. Did you refuse to attempt to navigate it when it was safe in your judgment? A. No, sir.

Q. Did you refuse to permit your inferior officers of such vessel to navigate the same and permit the vessel to lie at anchor in an open sea and calm weather for hours at a time without reason or cause whatever? 'Would not permit any inferior officer to take charge and navigate the vessel while he, the said master, was sleeping, but would require said ship to lie at anchor during said time.' Is that true?

A. No, sir.

Q. 'Refused to answer signals from other vessels when such vessels attempted to signal the steamship "Ohio." ' Is that true?

A. No; we made it a point to get into touch with all the ships that we could get near at hand to find out what experience they had had in Bering sea and the ice, so as to form some better conclusion for our own course.

Q. Also that you 'were arrogant, violent and abusive to the passengers on said vessel, including libelants, without cause or reason therefor, and at one time entered the steerage compartment of said vessel with an exposed loaded revolver in his hand and threatened the passengers with violence without cause or reason therefor' Did you ever enter the steerage with a loaded revolver?

(Deposition of Captain C. G. Conradi.)

A. I have not carried a gun on my person or in my hand for a good many number of years. [525]

Q. A good number of years? A. Yes.

Q. Did you have a gun in your hand on that trip?

A. No, sir. I have testimonials from every ship I have been in; I never was accused of being discourteous before.

Q. I will ask you if you were arrogant, violent and abusive to any of these passengers?

A. No. We have been good friends all the time. I got up entertainments, my room has been like a liberty hall; they drank up my whiskey, smoked my cigars, and we have been 'hail fellows well met' until I arrived here and then there was this libel filed; that was the first I knew of it.

Q. Did you let your passengers, while you were lying in still water, have boat-races or anything like that? A. Yes, I did.

Q. Did you do everything you could to be pleasant to the passengers?

A. Yes, sir; the individuals I made out on a committee—I see some of the same people in the libel—were a *committe* on that occasion; I left it entirely in their hands as I had other things to do; I appointed a committee and they took that part of it off my hands.

Mr. DuBOSE.—I think that is all."

Mr. FULLER.—I also offer in evidence the redirect Examination of Mr. Schofield. (Reads:)

"Q. (Questioned by Mr. SCHOFIELD.)—You say that this lead was 55 miles to the westward that you finally came through in reaching Nome?



(Deposition of Captain C. G. Conradi.)

A. Yes. [526]

Q. How long had that lead been in existence?

A. That I can't say; I didn't know if it until the 'Thetis' came down and told me that the 'Corwin' had showed it to them and they had gone in and out through it and come back again, and was going back again, and I was quite willing to follow him.

Q. You say you have made three trips to Nome on the first sailing, this being your fourth?

A. Yes, sir, this being the fourth.

Q. Had you ever met the ice pack before in coming to Nome on the first sailing? A. Yes, sir.

Q. What does the master of a vessel do on the first sailing on meeting the ice pack, with reference to hunting leads through the ice?

A. Naturally looks for a place to go through or get around it.

Q. What was to hinder you on this voyage from cruising eastward or westward and hunting for this lead? A. We did so.

Q. How far had you cruised to the eastward or westward?

A. I think I have given it to you on the chart; 168 and 168:30, very close to the Yukon flats.

Q. Give it in nautical miles?

A. The width in nautical miles?

Q. Yes, to get it in the record.

A. About 68 miles.

Q. What was your nearest point north of East Cape of St. Lawrence Island? A. Fifteen miles.

Q. Fifteen miles? A. Yes.



(Deposition of Captain C. G. Conradi.)

Q. On the 20th and 21st of June you were about 15 [527] miles east from the northeast Cape of St. Lawrence Island? A. Yes.

Q. How much open water was there between that point and Northeast Cape?

A. Between the ship and Northeast Cape?

Q. Yes; wasn't that open water at that time?

A. No, not by any means. We would have been over at anchor if we had gone there. The land was surrounded by ice; in fact, the 'Thetis' wanted to get there, to this point here; he had to call there, but he couldn't get in there as there was a solid pack of ice there at that time. The 'Thetis' couldn't get in there and so we couldn't.

Q. What endeavor did you make from the 20th day of June to the 10th day of July in cruising easterly and westerly in the pack to find a lead?

A. There is the cruising around in the chart and in this log-book from day to day.

Q. Your marking on the chart shows properly the northerly and southerly sailings?

A. Southerly and easterly.

Q. The only westerly sailing you made was when the 'Thetis' picked you up at point 7?

A. Yes; it looked there was very little use to go west, most of the time was spent in going to the eastward as we thought that would be the best way, to the west it looked bad; there was heavy ice, harder ice; to the east it looked loose and small stuff, but to the west it was big pieces, and two or three ships have been up there; the 'Thetis' said that it was bad and

(Deposition of Captain C. G. Conradi.)

by no means to try that route; the east route is preferable, as there is great danger in taking the other route if a wind would come up from the south or south-east which would move that pack, [528] the trouble would be in getting in the pack and carried up north with it.

Q. Isn't it a fact that on first sailing to this port the majority of the vessels in the last seven years have gone to the westward into Nome?

A. No, sir, and this year proved the eastward to be the route and all other years; very few large ships have taken the westward route, the majority take the eastward.

Q. Don't you know that a good many of them have gone between St. Lawrence Island and the Siberian Coast in taking this voyage?

A. There is exceptional cases.

Q. You came to Nome in 1900 on the 'Garonne'?

A. Yes, sir.

Q. What was your sailing course at that time?

A. About the middle course; neither east nor west.

Q. Did you meet any ice coming into Nome?

A. Yes, rather.

Q. How many days in the ice with the 'Garonne'?

A. I spent thirty-one days in Bering Sea on that trip in the 'Garonne,' and the whole fleet went back to Dutch Harbor that season. They didn't know so much about the ice as they do now.

Q. You don't mean to say that the whole fleet went back to Dutch Harbor in 1900?

A. Yes, sir; the whole fleet was in Dutch Harbor.

Q. Did the Portland go back, after sailing north?



(Deposition of Captain C. G. Conradi.)

A. She called at Dutch Harbor on her way up.

Q. They all called there for coal, every ship?

A. Some of them did, and it was not necessary for them to go up there to find out the conditions of the ice as the news was brought down by the ships returning from the north. [529]

Q. What time did you leave Dutch Harbor on the 'Garonne,' if you recall?

A. I don't recall the date.

Q. Do you recall that the ships all left Seattle on the 20th of May that year?

A. Yes, I left on the 20th of May myself that season.

Q. Now, the only cruising you did on the voyage in question from the eastward to the westward and from the westward to eastward are those as marked on this chart?

A. Those are the known positions; we did a lot of cruising between those positions there; it would make a thing like a spider's web.

Q. You had in mind from your long experience with iron ships and ice conditions in the Bering Sea the fact that a low temperature does tend to crystallize the plates of an iron ship, and for that reason refused to go into the ice?

A. Not for that reason; I didn't consider it safe to go into the ice upon general conditions.

Q. Did you have that matter in view when you refused to go into the ice?

A. No; my experience in the ice was not only in the Bering Sea, but in the Baltic, where I had long



(Deposition of Captain C. G. Conradi.)

experience going up the Baltic to St. Petersburg, where we had lots of ice, but there, of course, we are in a civilized country where if your ship gets injured you can get ashore; that is nothing like it is up here.

Q. You don't liken the Baltic ice to the Bering Sea ice?

A. To Bering Sea ice, but not Arctic ice.

Q. You say you met what you call Arctic ice that came down from the north?

A. Yes; as far south as Nunivak Island, some of the large pieces right down in the southern pack.  
[530]

Q. Do you mean by that that Arctic ice passed through Bering Straits into Bering Sea at any time?

A. Not at any time; this is an exceptional season.

Q. Do you mean to testify by that that during this season on this voyage you met ice that *that* came down through Bering Straits from the Arctic Ocean?

A. Yes, sir; and that can be borne out by the commanders of both the 'Thetis' and the 'McCulloch.'

Q. You saw other passenger vessels on this same run pass you from time to time proceeding into the ice and come on to Nome?

A. I didn't know where they got to; they came into the ice, and they are in a nice plight, too; one of the captains got the sack for damaging his ship, I understand; that is the latest.

Q. Were they all damaged that passed you and came in to Nome?

A. With a very few exceptions.

Q. And your vessel was damaged while not under way?

(Deposition of Captain C. G. Conradi.)

A. I wouldn't cut the ice and it cut me.

Q. While not under way, drifting, practically, you were struck by a cake of ice about 12 by 15 that broke from a floe some considerable distance from the vessel and by its own momentum proceeded from the berg and struck your vessel and cracked a plate on the vessel? A. Yes, sir, cracked a plate.

Q. And that was sufficient within itself to cause a protest to be filed and survey to be made?

A. Yes.

Mr. SCHOFIELD.—I think that is all. [531]

Recross-examination by Judge DuBOSE.

(Read by Mr. FULLER.)

Q. Suppose you had gotten into this Bering Sea ice between where you were off St. Lawrence Island and Nome, and it had begun to close up, what would have been the result of it?

A. Cut the bottom from the top side and down she would have gone.

Q. And if it had not been of sufficient force in its movements to do that, was there any danger of drifting into the Arctic?

A. We most certainly would have gone if we had got caught in the floe and there had been no opening for us to get out.

Q. Has there been instances of ships getting caught in the ice pack in Bering Sea and drifting into the 'Arctic'?

A. Yes; I think the 'Portland' was some 60 or 70 days in such a position.

Q. You spoke of the ships injured in the ice this



(Deposition of Captain C. G. Conradi.)

season that went in ahead of you. Do you know the names of any of those ships? A. Yes.

Q. What are they?

A. The 'Victoria' was one.

Q. What other one? A. The 'Olympia.'

Q. And others?

A. The 'Transit,' the 'Beechley,' the Revenue Cutter 'Thetis' and the 'Yucatan.'

Q. Wasn't the 'Northwestern' injured some?

A. Yes; I lay by the 'Northwestern' 12 hours when he was in a serious position, but he got out of it; I lay by him one whole night under great difficulty; he was on top of the ice, out of the water; that is not generally [532] known, but you asked for it, and I give it to you right here; and I met Captain Trowbridge this morning and he didn't even thank me for what I did.

Q. And the 'Senator'? A. The 'Senator' also.

Q. Any of these damaged seriously?

A. Yes, the 'Vic.' so seriously that letters have come to-day by the last boat that the captain has been fired; Captain Porter has been fired for going into the ice, and now you are trying to fire me for not going into it; it is too comical.

Judge DuBOSE.—That is all.

Mr. SCHOFIELD.—I offer in evidence the chart and the log-book from the 8th of June to the 11th of July.

Judge DuBOSE.—I would like to ask the captain if the log shows the provisions taken from the cargo?



(Deposition of Captain C. G. Conradi.)

A. Yes, every pound.

Judge DuBOSE.—That is all.

(Deposition closed.)

Read corrected and signed July 20th, 1908.

(Signed) C. G. CONRADI."

Mr. FULLER.—At this time I also offer the log-book in evidence.

The COURT.—It may be received in evidence and marked Exhibit No. 2 on behalf of the claimant and respondent, and Exhibit "M" on behalf of the libelants.

Mr. FULLER.—I desire to call the Court's attention particularly to the reading of the Journal for the 7 days prior to July 4th, 1908, being page 24 of this exhibit and following, [533] beginning with June 26th and seven days following.

(Log-book received in evidence, marked Claimant's Exhibit 2, and Libelant's Exhibit "M," reading as follows:)

**[Libelant's Exhibit "M" and Claimant's Exhibit  
No. 2.]**

**"JOURNAL FROM SEATTLE TOWARDS  
NOME.**

8th day of July, 1908.

1:00 A. M. Moderate easterly breeze and clear  
to 6 A. M. smooth sea.

6:00 Two soundings .20 fathoms water.  
Bilges sounded regularly.

11:00 Usual morning inspection.

12:00 Overcast and cloudy. Light N. E.  
Breeze. Smooth sea. Ship's posi-  
tion noon by acc. Lat. 59. deg. 28 N.

Long. 167 deg. W. 4 Course N. 36 deg.  
W. Dist. 314 miles.

- 1:00 P. M. Took soundings. 18 fathoms. f/g/s.  
2:16 Sighted ice. Engines on stand by.  
3:15 Slow ahead on engines. Setting in  
foggy.  
3:30 Fog lifted. Half speed ahead.  
4:50 Cape Mohican abeam 8 miles off.  
6:00 Vari. courses. Encountering heavy ice.  
8:00 Took soundings. 15 fathoms.  
8:55 Slow ahead.  
9:15 Stopped and let go port anchor. 15  
fathoms water. 30 fathoms chain.  
Ship swinging east. Ice drifting  
N. W.

## JOURNAL FROM SEATTLE TOWARDS NOME.

9th day of July, 1908.

- 5:00 Sighted str. Hyades working slowly  
through ice pack. Bilges sounded  
regularly. [534]  
9:09 Hove up anchor and slow ahead work-  
ing ship through large pieces of scat-  
tered ice.  
11:00 Usual morning inspection.  
Noon Ship's position by acc. Lat. 60 deg. 56  
N. Long. 167 deg. 41 W. Courses  
Var. Dist. 88 miles.  
4:00 P. M. Under Var. bells. Engines stopped.  
4:10 Let go starb. anchor. 15 fathoms  
water. 30 fathoms chain. Ship's  
position at anchor. Lat. 61 deg. 08  
N. Long. 167 deg. 43 W.

4:30           Sighted Cape Romanoff bearing N. 40  
deg. E. mag. mid. Light airs and  
fine clear weather.

JOURNAL FROM SEATTLE TOWARDS  
NOME.

10th day of June, 1908.

1:05 A. M.   Hove up anchor under various bells.  
1:35           Slow ahead and under various courses  
working ship through ice pack.  
Bilges sounded regularly.  
7:00           Took soundings, 14 fathoms water.  
9:00           Under various bells working engine to  
anchorage.  
9:30           Stopped and let go port anchor  $14\frac{1}{2}$   
fathoms water. 30 fathoms chain.  
11:00          Usual morning inspection. Barometer  
30.78. Temperature water 47. air  
33. Light N. W. Breeze and cloudy.  
Foggy over ice.  
Noon          Course various. Distance by log 38.  
Lat. by D. R. 61 deg. 41 min. N. Long.  
167 deg. 38 min. W. Ice pack mov-  
ing towards N. W. Wind N. E. 42 deg.  
[535]  
4:30 P. M.   Sighted steamer bearing S. W. Sup-  
posed to be the S. S. Senator.  
10:05          Stand by engines.  
10:25          Hove up anchor and slow ahead (mov-  
ing).  
11:20          Let go port anchor. 15 fathoms water.



30 fathoms chain. Lat. 30.66. Temperature water 34.32.

Officers on Watch:

H. Hobey from 12 to 4; N. Throckmorton, 4 to 8.

H. Hobey, 8 to 12; N. Throckmorton, 12 to 6; H. Hobey, 6 to 12;

Men on Lookout.

B. McKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

JOURNAL FROM SEATTLE TOWARDS  
NOME.

11th day of June, 1908.

- 1:10 A. M. Hove up anchor and slow ahead.  
 2:17 *yo* 3:15 Sighted Strms. Yucatan and Transit.  
 3:00 A. M. Under various bells.  
 4:00 Anchored. 14 $\frac{1}{2}$  fathoms water. 30 fathoms of chain. Ice drifting S. W. and Barometer 30:59 Temperature air and water 36:33. Overcast and foggy. Moderate N. W. Breeze. Bilges sounded regularly.  
 11:00 Usual morning inspection. Similar weather.  
 12:00 Barometer 30.58. Air 35. Water 32.  
 Noon Courses various. Distance by log 9. Lat. 61 [536] deg. 41 min. north. Long. 167 deg. 31 M. in west.

- 3:00 P. M. Ice drifting southwest. Moderate N. N. W. Breeze and thick foggy weather.
- 6:02 P. M. Hove up anchor. Bilges sounded regularly.
- 7:48 Let go anchor port. 15 fathoms water. 30 fathoms chain.
- 9:00 P. M. Fresh N. N. W. wind.
- 11:00 Heavy cakes ice drifting down on ship. Thick fog and heavy ice.
- 12:00 P. M. Bar. 30.49. Air 29. Water 31.

## Officers on watch:

H. Throckmorton from 12 to 4; H. Hobey, 4 to 8; H. Throckmorton, 8 to 12; H. Hobey, 12 to 6; N. Throckmorton, 6 to 12.

## Men on Lookout.

W. Hazel, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 6 to 12.

H. C. Hurlburt, Chief Officer.

. . . . .  
JOURNAL FROM SEATTLE TOWARDS NOME.

12th of June, 1908.

- 1:00 A. M. 15 fathoms of water. 30 fathoms of chain.
- 3:00 Hove up port anchor to move away from heavy drift ice.
- 4:00 Let go port anchor. 15 fathoms of water. 30 fathoms of chain.
6. A. M. Hove up port anchor to clear ice pack.
- 7:15 Let go port anchor. 15 fathoms of water. 30 fathoms of chain.

7:52	Hove up port anchor to get away from heavy drift ice. Bilges sounded regularly.
8:05	Slow ahead on engines moving around.
[537]	
9:00	Large ice floe. Looking up for anchorage. Fresh N. W. Breeze.
10:00	Usual morning inspection. Overcast and thick fog.
11:00	Under various bells.
12:00	Stopped and let go port anchor. 15 fathoms of water. 30 fathoms of chain. Ice pack very heavy.
Noon	Courses various. Lat. 61 deg. 41 min. north. Long. 167 deg. 31 min. W.
12:40	Hove up port anchor and slow ahead, circling around heavy drift ice.
2:21	Stopped and anchored. 15 fathoms water. 30 fathoms chain.
2:49	Hove up port anchor and slow ahead.
3:52	Spoke S. S. Northwestern, and under various bells.
4:12	Stopped and anchored. 15 fathoms of water. 30 fathoms of chain.
9:00	Bilges sounded regularly.
11:30	Hove up port anchor. Fresh N. W. Breeze. Thick fog. Ice pack very heavy.
12:00 P. M.	M. Barometer 30.27. Air 31. Water 32.

Officers on Watch:

H. Hobey, 12 to 4; N. Throckmorton, 4 to 8; H. Hobey, 8 to 12; N. Throck-



morton, 12 to 6; H. Hobey, 6 to 12.

Men on Lookout:

B. McKenna, 12 to 4; W. Hasel, 4 to 8;

B. McKenna, 8 to 12; W. Hazen, 12 to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

. . . . .  
JOURNAL FROM SEATTLE TOWARDS NOME.

13th of June, 1908.

12:59 A. M. 15 fathoms of water. 30 fathoms of chain.

3:38 Hove up port anchor. Drifting. Slow ahead on engines. [538]

5:45 Let go port anchor. 15 fathoms water. 30 fathoms of chain. Bilges sounded regularly.

8:45 Hove up port anchor. Drifting south ahead of ice. Engines slow ahead.

10:08 Drifting close to Steamship Northwestern. Two passengers came on board with mail and papers.

10:10 Stopped engines.

10:30 Let go anchor. 16 fathoms of water. 30 fathoms of chain.

11:30 Hove up anchor. Drifting with ice S. W. Light N. N. W. wind. Heavy fog.

13:00 Usual morning inspection. Bar. 30.20. Air 37. Water 31. Ice floes very heavy.

Noon Lat. 61 deg. 31 min. north. Long. 167 deg. 29 min. W.

- 2:00 P. M. Ice drifting to N. N. E.  
 2:45 Fog lifting.  
 3:30 Boat from Yucatan with first officer  
 and nine men came on board.  
 5:00 Bilges sounded regularly.  
 7:00 Cape Romanoff, bearing N. 71 deg. E.  
 true. Boat from S. S. Northwestern  
 alongside.  
 9:00 Bar. 31.13. Air 32. Water 32. Light  
 breeze. Fine and clear. Very heavy  
 ice.  
 12:00 P. M. Bar. 30.13, air 31, water 32.

## Officers on Watch:

N. Throckmorton, 12 to 4; H. Hobey,  
 4 to 8; N. Throckmorton, 8 to 12; N.  
 Hobey, 12 to 6; H. Throckmorton, 6  
 to 12.

## Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8;  
 W. Hazel, 8 to 12; B. McKenna, 12  
 to 6; W. Hazel, 6 to 12.

H. C. Hurlburt, Chief Officer.

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[539]

## JOURNAL FROM SEATTLE TOWARDS NOME.

14th of June, 1908.

- 1:50 A. M. S. S. Umatilla hove in sight from S.  
 2:00 Light breeze. Fine and clear.  
 #:00 Air 30. Water 32.  
 4:00 Bar. 30.12.  
 6:00 Ran a line to ice and made fast. Bar.  
 30.9. Air 30. Water 32.  
 6:30 Heavy fog.

8:00	Bilges sounded regularly.
10:00	Bar. 30.11. Air 39. Water 34. Calm heavy banks of fog at times.
11:00	Usual morning inspection.
12:00	From 10:00 to 12:00 ship drifting to northward. Bar. 30.11. Air 52. Water 36.
Noon	Drifting with ice pack. Lat. 61,27 min. Long. 167 deg. 31 W.
2:00 P. M.	Held divine services for steerage. Calm and Clear. Master officiating.
3:45	Sighted Str. supposed to be U. S. S. Thetis to S. E.
6:00	Bilges sounded regularly.
7:00	Ship under slow bell, navigating through large pieces of heavy ice.
9:00	Bar. 30.05. Air 34. Water 38. Vari- ous courses through ice-fields.
12:00 P. M.	Bar. 30:01. Air 33. Water 38. Calm. Heavy fog at times.

## Officers on Watch:

N. Hopey, 12 to 4; H. Throckmorton, 4  
to 8; Hobey, 8 to 12; H. Throckmor-  
ton, 12 to 6; N. Hobey, 6 to 12.

## Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to  
8; B. McKenna, 8 to 12; W. Hazel,  
12 to 6; B. McKenna, 61 to 12.

H. C. Hurlburt, Chief Officer. [540]



## JOURNAL FROM SEATTLE TOWARDS NOME.

15th of June, 1908.

- 1:00 A. M. Light northerly wind and thick fog.  
3:00 Took soundings. 15 fathoms of water.  
4:00 Still in heavy ice and fog. Weather clearing.  
6:00 Ship in heavy ice and fog. Bar. 29.97. Air 35. Water 32. Light northerly breeze and clear weather.  
8:00 Bilges sounded regularly.  
10:00 Ship in heavy ice and fog.  
11:00 Usual morning inspection. Clear weather.  
Noon Lat. 61 deg. 26 N. Long. 167 deg. 56 Min.  
12:35 P. M. Slow ahead on engines. Navigating through ice.  
3:00 Light airs; fine and clear.  
5:00 Ran a line to large piece of ice and made fast.  
6:00 Heavy fog.  
7:00 Bilges sounded regularly.  
8:00 Fog lifted. Let go from ice and slow ahead on engines.  
9:30 Cape Romanzoff bearing N. 55 deg. Comp. Weather clearing.  
12: P. M. Various courses through ice. Light northerly airs. Fine and clear.

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey,  
4 to 8; H. Throckmorton, 8 to 12; N.

Hobey, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout.

W. Hazel, 12 to 4; B. McKenna, 4 to 8;

W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 6 to 12.

H. C. Hurlburt, Chief Officer. [541]

## JOURNAL FROM SEATTLE TOWARDS NOME.

June 16th, 1908.

- |            |   |
|------------|---|
| 1:00 P. M. | Stopped engines, ice heavily packed.  |
| 2:00       | Ship drifted S. W. Calm clear weather.  |
| 5:00       | Bilges sounded regularly.   |
| 9:30       | Slow ahead on engines. Navigating through ice.  |
| 11:00      | Usual morning inspection. Light northerly breeze.                                     |
| 12:00      | Bar. 12.92. Air 45. Water 35. Fine and clear.   |
| Noon       | Various courses through ice. Lat. 61 deg. 44 min. N. Long. 167 deg. 50 min. W.        |
| 2:00       | Bar. 29.93. Air 42. Water 34.   |
| 4:10       | Cape Romanzoff abeam. Stopped engines. Light northerly breeze and fine clear weather. |
| 5:00       | Ship's position Lat. 61 deg. 26 min. N. Long 168. W.                                  |
| 6:00       | Bar. 29.94. Air 43. Water 54.   |
| 9:00       | Bilges sounded regularly.   |
| 10:30      | Half speed on engines. Part. clear channel for considerable distance.                 |

12:00

Bar. 29.97. Air 36. Water 36.

## Officers on Watch:

N. Hobey, 12 to 4o; H. Throckmorton.  
4 to 8; N. Hobey, 6 to 12; H. Throck-  
morton, 12 to 6.

## Men on Lookout.

B. McKenna, 12 to 4; W. Hazel, 4 to 8;  
B. McKenna, 6 to 12; W. Hazel, 12  
to 6.

H. C. Hurlburt, Chief Officer.

[542]

## JOURNAL FROM SEATTLE TOWARDS NOME.

17th of June, 1908.

12:30 A. M. Slow ahead on engines. Heavy pieces  
scattered ice. Air 37. Water 39.

4:00 Bar. 32.03. *Water* 38. Water 45.  
Light N. W. Breeze.

6:00 Bar. 30.11. Air 37. Water 39. Fine  
and clear.

9:00 Full speed ahead.

10:00 Half speed ahead. Bilges sounded  
regularly.

9:30 Slow speed ahead. Ship approaching.

10:00 Heavy ice. Similar weather.

11:00 Usual morning inspection.

12:00 Sighted steamer fast in ice.

Noon Course 15. Nome 117 miles approxi-  
mately. Lat. 62 deg. 45 Min. Long.  
167 deg. 16 M. W.

2:10 Full speed ahead.

2:35 Slow speed ahead. Heavy ice N. and  
E. Light airs. Fine clear weather.



- 5:00 N. E. Cape St. Lawrence Island bearing 84 deg. W. true. Chief Steward reported shortage of Beef and fresh provisions.
- 7:00 Bilges sounded regularly.
- 6:00 Streamed log. 16. And full speed ahead.
- 9:35 Hauled in. Approaching ice pack. Fresh S. W. Breeze.
- 10:00 Stopped. Ice pack in one solid mass. Impossible to force. Bar. 30.19. Air 43. Water 42. Fine and clear.
- 10:22 Half speed ahead. Returning to anchorage.
- 12:00 Bar. 30.19. Air 43. Water 40. Various courses.

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hobey, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 6 to 12.

N. C. Hurlburt, Chief Officer. [543]

JOURNAL FROM SEATTLE TOWARDS NOME.

18th of June, 1908.

3:37 A. M. Stand by engines.

3:50 Stopped and let go port anchor. 16 fathoms of water. 32 fathoms of chain.

7:00 Bilges sounded regularly.

10:30 A. M. Took 380 pounds ribs of beef from Carztens. Cold storage for Chief Steward's immediate use.

11:00 Usual morning inspection.

Noon. At anchorage. Lat. 63 deg. 22 min. N. Long. 167 deg. 37 min. Long. by observation.

2:30 P. M. Boat drill. Swing out No. 7 and 8 boats.

7:00 Bilges sounded regularly.

8:00 Ice drifting to N. and E.

9:00 Bar .30 .40. Air 46. Water 40. Light S. W. Breeze. Moderately clear.

12:00 P. M. Bar .30 .42. Air 42. Water 39.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton, 4 to 8; N. Hobey, 8 to 12; Throckmorton, 12 to 6; N. Hobey, 6 to 12;

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12;

H. C. Hurlburt, Chief Officer.

JOURNAL FROM SEATTLE TOWARDS NOME.

19th of June, 1908.

6:12 A. M. Hove up port anchor and half speed ahead.

7:00 Sighted Steamer Transit.

8:15 Came hail and requested to be supplied with fresh meat.

9:00 Boat came alongside and received 1802 pounds of fresh meat from Messrs.

Carstens and Dashley [544] Cold Storage; also two cases of eggs from F. W. Rooney and Company. Agreement made by masters of S. S. Transit and S. S. Ohio to pay Messrs. Carstens Nome prices for supplies received.

- 11:00 Took 192 pounds of veal from Carstens Cold Storage for Chief Steward.
- 11:00 Usual morning inspection.
- 11:40 Slow ahead on engines. Cape bearing N. E. 91 deg. W.
- Noon Various courses. Long. by obs. 63 N. Long. D. R. 167 deg. 46 min. W.
- 12:50 Turned around after steaming about four miles into a bay of ice and sighted steamer supposed to be the S. S. Hyades, hard and fast in the ice pack.
- 1:20 Stopped and let go starboard anchor. 17 fathoms of water. 36 fathoms of *chai*. N. E. Cape St. Lawrence Island bearing N. 80 deg. W. Comp.
- 4:00 Steamer Transit anchored one mile  
N west. Fresh N. N. W. breeze.
- 8:50 P. M. Hove up anchor to clear ice and slow ahead on engines.
- 10:35 Brisk northerly wind and ice in quick motion. Revenue Cutter Thetis came within hail and boarded us, reporting ice as far west as St. Mathew Islands. Steamers Transit and Ohio at anchor.



12:00 Bilges sounded regularly. Bar .30 .33.  
Air .38. Water 36. Fine and clear.  
Fresh N. N. W. breeze and moderate  
sea. [545]

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey,  
4 to 8; H. Throckmorton, 8 to 12;  
N. Hobey, 12 to 6; H. Throckmorton,  
6 to 12.

Men on Lookout:

W. Hazel, B. McKenna, W. Hazel, B.  
McKenna, W. Hazel.  
H. C. Hurlburt, Chief Officer.

JOURNAL FROM SEATTLE TOWARDS NOME.

20th of June, 1908.

1:10 A. M. Hove up anchor and slow ahead on en-  
gines.

7:35 S. S. Umatilla passed heading N. W.  
Thetis and Transit under *weight*.  
Strong breeze from the north. Ice  
heavy and in quick motion. Fleet  
to the north and westward, skirting  
icepack.

7:00 Bilges sounded regulatly.

8:00 Engines under slow bell. Various  
courses.

11:00 Took 663 pounds of meat from Carstens  
Cold Storage for Chief Steward.

11:00 Usual morning inspection.

12:00 Strong N. N. W. breeze and clear.

Noon	Various courses. Lat. 63 deg. 17 min. N. Long 167 deg. 67 W.
1:15 P. M.	Stopped and anchored. 15 fathoms of water. 35 fathoms of chain.
2:30	Commended working ship's coal from No. 2 lower hold and putting same in No. 3 bunkers.
4:00	Bar. 30.35. Air 38. Water 37.
6:00	Bilges sounded regularly.
7:00	Strong N. N. W. breeze and fair clear weather.
11:00	Several pieces of ice drifting south.
12:00	Bar. 30.34. Air 35. Water 37. [546]

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton,  
4 to 8; N. Hobey, 8 to 12; H. Throck-  
morton, 12 to 6; N. Hobey, 6 to 12.

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8;  
B. McKenna, 8 to 12; W. Hazel, 12  
to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

JOURNAL FROM SEATTLE TOWARDS NOME.

21st of June, 1908.

4:15	Hove up anchor and slow ahead on en- gines to keep ship head on to wind and clear of ice. Ice drifting south, wind increasing and fog setting down.
7:00	Bilges sounded regularly.
10:30	Revenue cutter Thetis returned from being to within 35 miles of Sledge

Island. Overcast and cloudy. Fog at times. Fresh N. N. W. Breeze and moderate sea.

- 11:00 Usual morning inspection.  
 12:00 Engines stopped. Ship driftig S. S. E.  
 30 Bar. 30.40. Air 40. Water 37.  
 Noon Lat. 63 deg. 19 N. Long. 167 deg. 53 W.  
 3:00 P. M. Bar. 30.42. Air 38. Water 37. Strong  
 N. N. W. wind. Fine clear weather.  
 5:00 Bilges sounded regularly.  
 10:05 U. S. S. Thetis under weight. Steering one-half E. Comp. Similar weather.  
 12:00 P. M. Bar. 30.42. Water 36. Air 33.

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hobey, 12 to 6; H. Throckmorton, 12 to 6.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; [547] B. McKenna, 12 to 6; W. Hazel, 12 to 6.

N. C. Hurlburt, Chief Officer.

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JOURNAL FROM SEATTLE TOWARDS NOME.

22nd of June, 1908.

- 5:30 A. M. Slow ahead on engines. Moderate N. N. W. breeze. Passing fog-bank.  
 6:00 Bilges sounded regularly.  
 10:00 Usual morning inspection. Fresh



northerly breeze and fine clear weather.

- 11:20 We stopped to hail U. S. S. Thetis.  
12:00 Half speed on engines. Bar. 30.34.  
Air 38. Water 36. Various courses  
and Dist. Lat. 63 deg. 17 N. Long.  
167 deg. 37 W.  
3:35 Setting in thick fog.  
5:00 Various courses and slow ahead on en-  
gines.  
5:00 Navigating ship through ice.  
6:00 Stopped engines.  
8:00 Bilges sounded regularly. Light north-  
erly airs and heavy fog. Ship drift-  
ing S. W.

12:00 P. M. Bar. 30.43. Air 43. Water 36.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton,  
4 to 8; N. Hobey, 6 to 12; H. Throck-  
morton, 12 to 6; N. Hobey, 12 to 6.

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8;  
B. McKenna, 8 to 12; W. Hazel, 12  
to 6; B. McKenna, 12 to 6.

N. C. Hurlburt, Chief Officer.

[548]

## JOURNAL FROM SEATTLE TOWARDS NOME.

23rd of June, 1908.

6:00 A. M. Took the following cargo from the  
ship's hold for ship's use. 1 ton

sugar, M. E. Atkinson and Co. 1 ton  
 flour, M. E. Atkinson and Co. 500  
 pounds butter, ME Atkinson and Co.  
 50 bags of potatoes, M. E. Atkinson  
 and Co. 1306 pounds of meat from  
 Carstens Cold Storage; all of which  
 was consigned to Nome. Calm and  
 foggy.

9:00 Current during last 12 hours had made a  
 complete circle, but mostly to the  
 south.

11:00 Usual morning inspection. Bilges  
 sounded regularly.

12:00 High mountains, St. Lawrence Island,  
 bearing N. 52 deg. W. true. Bar.  
 30.43. Air 43. Water 38. Light  
 N. E. Breeze and cloudy.

Noon Ship drifting to N. W. Lat. 52 deg. 58 N.  
 Long. 167 deg. 53 W.

2:00 Bar 30.40. Air 51. Water 37. Light  
 S. E. wind; foggy and clear.

3:00 Ship drifting N. W.

5:00 Bilges sounded regularly.

7:00 Punuk Islands bearing S. 80 deg. W. 27  
 miles.

9:00 Light easterly breeze. Bar. 30.35. Air  
 44. W Water 36. Passing rain.  
 Smooth sea.

12:00 P. M. Bar. 30.35. Air 34. water 36.

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4  
 to 8; H. Throckmorton, 8 to 12; N.

Hobey, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8;

W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 6 to 12.

N. C. Hurlburt, Chief Officer.

[549]

JOURNAL FROM SEATTLE TOWARDS  
NOME.

24th of June, 1908.

10:00 Took the following perishables from cargo on top after-house for ship's use. four cases tomatoes, E. E. Patterson, Nome. Two boxes of rhubarb, Crowley & Porter, Nome. One box of green onions, Crowley & Porter, Nome; two cases of apricots, Crowley & Porter, Nome; two crates cabbage, Crowley & Porter, Nome; two boxes of cucumbers, Crowley & Porter, Nome; one case of lemons, Crowley and Porter, Nome; seven cases of oranges, Crowley and Porter, Nome; one tin of matches, C. Bodin, Nome; one keg of vinegar, C. D. Bodin, Nome. Also 1139 pounds of fresh meat from Carstens Cold Storage.

11:00 Usual morning inspection. Bar. 30.32.



Air 52. Water 42. Overcast and cloudy; calm smootj sea.

Noon Ship drifting N. Lat. 62 deg. 58 N.  
Long. 167 deg. 53 W.

2:00 P. M. Bar. 30.32. Air 54. Water 52. Overcast and foggy.

4:00 Bilges sounded regularly. Light northerly airs, smooth sea.

10:00 Half speed ahead.

10:07 Slow.

11:00 Light northerly airs; clear.

12:00 Bar. 30.32. Air 41. Water 39.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton, 4 to 8; N. Hobey, 8 to 12; H. Throckmorton, 12 to 6; N. Hobey, 6 to 12.

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

[550]

JOURNAL FROM SEATTLE TOWARDS  
NOME.

25th of June, 1908.

10:00 A. M. Took the following provisions from cargo for ship's use: 25 cases of milk, M. E. Atkinson & Co. Nome; one crate turnips, M. E. Atkinson and Co. Nome; 3 crates carrots, M. E. Atkinson and Co., Nome; 1 crate beets, M.

E. Atkinson, Nome; 8 crates onions, M. E. Atkinson, Nome; 5 crates onions, Crowley and Porter, Nome; 2 crates carrots, Nome Com. Co., Nome; 1 crate rhubarb, Nome Com. Co., Nome; 22 cases pie-apples, Archer-Ewing Company, Solomon; 24 ribs of beed, 772 pounds, Carstens Cold Storage; 5 cases bacon, 1674 pounds, Carstens Cold Storage; 1 case sausages, 60 pounds, Carstens Cold Storage. 1921 pounds.

- 7:00 A. M. Stopped to hoist ice on board for steward's use.
- 6:07 Stopped at edge of ice pack.
- 8:00 Turned. Headed south. Bilges sounded regularly.
- 9:30 Sighted steamer Eutern, German.
- 11:00 Usual morning inspection.
- 11:25 Stopped engines.
- 12:00 Light N. E. breeze, clear.
- Noon Ship drifting. Lat. 63 deg. 11 min. M. Long. 166 deg. 54 W.
- 4:58 P. M. Stopped engines. Fine and clear, calm.
- 5:00 Leg go anchor. 17 fathoms water. 35 fathoms chain.
- 7:00 Bilges sounded regularly.
- 11:00 Revenue Cutter Thetis returned and anchored. Light N. W. N. breeze and hazy.

## Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hobey, 12 to 6; H. Throckmorton, 6 to 12.

## Men on Lookout:

WcKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

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## JOURNAL FROM SEATTLE TOWARDS NOME.

26th of June, 1908.

10:00 A. M. Took the following provisions from cargo for ship's use: 3 cases of pie apples, Archer-Ewing and Company, Solomon; 4 cases of corn, Archer-Ewing and Company, Solomon; 1 case of crackers, C. D. Bowden, Nome; 2 sacks of sugar, C. D. Bowden, Nome; 4 gunnys of flour, C. D. Bowden, Nome; 1 sack of flour, C. D. Bowden, Nome; 1 sack of green pease, C. D. Bowden, Nome; 2 cases of tomatoes, C. D. Bowden, Nome; 1 Ple. rice, C. D. Bowden, Nome; 1 cs. beans, C. D. Bowden, Nome, 3 cs. green pease, C. D. Bowden, Nome; 1 cs. corn, C. D. Bowden, Nome; 10 sx. sugar, N. W. Com. Co., Nome; 1 case Chg. powder, S. J. Scott Company, Nome; Barrel and a half bbl. butter, M. E. Atkin-



son, Nome; 24 ribs beef, 618 pounds, Carstens Cold Storage; 3 cs. veal, 628 pounds; 5 cs. hogs, 414 pounds; 1 case sausage, 60 pounds, 1720 pounds.

- 10:00 Lowered ship's lifeboat in the water and races organized among passengers and also exercised crew. Ohio and Thetis at anchor. Sea smooth; current from the west; Ice pack closing. S. S. Eutin came out from the pack [552] and proceeded towards the south. Bilges sounded regularly.
- 11:00 Usual morning inspection. Light westerly airs; calm, smooth sea. Bar. 30.16. Air 53. Water 41.
- Noon At anchor. Lat. 63 deg. 8 m. N. Long. 167 deg. 03 W.
- 3:00 Boats 5 and 6 left ship with ladies to visit U. S. S. Thetis.
- 4:30 Boat back from U. S. S. Thetis, hoisted on board.
- 7:00 Bilges sounded regularly.
- 10:00 Light N. W. breeze. Fine and clear.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton, 4 to 8; N. Hobey, 8 to 12; H. Throckmorton, 12 to 6; N. Hobey, 6 to 12.

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 12 to 6.

N. C. Hurlburt, Chief Officer.

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JOURNAL FROM SEATTLE TOWARDS NOME.

27th day of June, 1908.

- 9:00 A. M. Took 326 pounds of meat from Carstens Cold Storage.
- 10:00 Lowered lifeboats 5 and 6, ship's company and passengers exercising. Fine and calm. Light easterly wind and hazy sea, smooth. East Cape, St. Lawrence Island bearing S. 81. deg. true. Bilges sounded regularly.
- 11:00 Usual morning inspection. Similar weather.
- Noon At anchor. Lat. 63 deg. 18 N. Long. 167 deg. 03 W. [553]
- 4:00 Hoisted lifeboats on board. Light southwesterly breeze, fine and clear.
- 5:00 Bar. 30.26. Air 46. Water 42.
- 6:00 Bilges sounded regularly.
- 9:00 Fresh S. W. breeze, clear.
- 12:00 Bar. 30.29. Air 45. Water 42.

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hoby, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 12 to 12.  
H. C. Hurlburt, Chief Officer.

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JOURNAL FROM SEATTLE TOWARDS NOME.

28th day of June, 1908.

- 3:55 Hove up anchor and slow ahead on engines. Light westerly breeze. Fine and clear. Bilges sounded regularly.
- 10:00 Stopped engines. Ship laying to in slack ice.
- 11:00 Usual morning inspection. Similar weather.
- Noon Lat. 63 deg. 47 N. Long. 166 deg. 26 W.
- 1:45 Ship laying still in slack ice. Watching ice movement. Piece of ice broke off a floe, turned over and struck ship's starboard side under the navigating bridge, found plate slightly cracked. Bolted a double iron plate to the frame and filled in the space with cement, making a solid piece of work and using some *argo*. 3 barrels cement consigned to Fort Gibbon, Alaska.
- 1:46 Slow astern to get clear of ice, under various bells. Turning ahead on engines. [554]
- 2:35 Slow ahead on engines.
- 8:30 Engineers and deck crew finished work.
- 8:35 Stopped and let go anchor. 45 fathoms of water. 45 fathoms of chain.
- 8:20 Held divine services, saloon. Dr. officiating. Fresh westerly breeze; fine and clear.



## Officers on Watch:

Hobey, 12 to 4; Throckmorton, 4 to 8;  
 N. Hobey, 8 to 12; H. Throckmorton,  
 12 to 6; N. Hobey, 6 to 12.

## Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8;  
 B. McKenna, 8 to 12; W. Hazel, 12  
 to 6; B. McKenna, 12 to 6.  
 N. C. Hurlburt, Chief Officer.

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 JOURNAL FROM SEATTLE TOWARDS NOME.

29th day of June, 1908.

Took the following provisions from  
 cargo for ship's use: Carstens Cold  
 Storage Company, Nome, 2028  
 pounds of fresh meat; M. E. Atkin-  
 son, Nome, 5½ barrels of butter;  
 M. E. Atkinson, Nome, 5 kegs but-  
 ter; M. E. Atkinson & Company,  
 Nome, 25 cases of eggs; George  
 Modini, 25 crates of potatoes.

- (B) 1 case of corn meal.  
 2 cases of pease.  
 1 case of pease.  
 1 case of tomatoes.  
 1 case of S. & W. beans.  
 1 sack B beans.  
 1 box of macaroni.

J. H. Scott Company. [555]

- (B) 1 case, three doz. Schilling's  
 Baking powder.  
 4 guns. flour.

N. N. Company, St. Michael.

10 sacks bayou beans.

1 case sodas, 35 pounds gross.

2 cases spaghetti.

1 case string beans.

2 bbls. table salt.

6:35 Hove up anchor and slow ahead on engines.

7:30 Bilges sounded regularly.

11:00 Usual morning inspection. Light northerly wind. Fine and clear.

Noon Lying close to ice pack. Lat. 63 deg. 27 N. Long. 166 deg. 27 W.

M. E. Atkinson, Nome.

3 boxes cakes.

4 boxes Bart.

5 boxes Oranges.

5 boxes lemons.

9 boxes apples.

2 boxes grape fruit.

3 crates cabbage.

2 crates onions.

Crowley and Porter, Nome.

3 crates onions.

1 crate carrots.

1 crate parsnips.

1 case grape fruit.

Klock Produce Company.

3 boxes Barb.

Morris Goodwin.

1 box peppers.

1 crate onions.

1 box of garlic. [556]

Nome Com. Company, Nome.

15 boxes apples.

3 crates Dagses.

3 boxes Burb.

1 box cakes.

i crate pineapples.

2 boxes of lemons.

2 crates of cabbage.

2 crates of beets.

5 crates of bananas.

1 box of onions.

5 boxes of oranges.

E. E. Patterson.

17 crates potatoes.

12:0 P. M. Spoke Barque W. B. Flint.

3:35 Stopped and let go port anchor. 13 fathoms of water; 30 fathoms *f* chain.

Bilges sounded regularly.

9:45 Hove up anchor and slow ahead.

12:00 P. M. Fresh N. W. breeze. Fine and clear.

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hobey, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 12 to 6.

N. C. Hurlburt, Chief Officer.



JOURNAL FROM SEATTLE TOWARDS NOME.

30th day of June, 1908.

3:00 A. M.	Passage blocked by ice to the west so have decided to make for Dutch Harbor and are now proceeding there. Strong N. W. wind and [557] moderate sea. S. 1 deg. W.
4:00 A. M.	67.
6:00	86½. Bilges sounded regularly.
8:00	31½.
10:00	125.
11:00	Usual morning inspection. Strong N. W. breeze; fine and clear.
12:00	149 S. 33 deg. Bar. 30.09. Air 56. Water 42.
Noon	Lat. 62 deg. 10. N. Long. 168.24 W.
1:00 P. M.	S. 23 deg. E.
2:00	70.5.
4:00	Various courses. Bilges sounded regularly.
6:50	Stopped and let go anchor. 17 fathoms of water. 45 fathoms of chain.
8:00	Bar. 29.86.
10:00	Northerly wind; strong tide setting N. Light haze.
12:00	Bar. 29.08.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton, 4 to 8; N. Hobey, 8 to 12; H. Throckmorton, 12 to 6; N. Hobey, 6 to 12.

## Men on Lookout:

B. McKenna, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 6 to 12.

N. C. Hurlburt, Chief Officer.

. . . . .  
JOURNAL FROM SEATTLE TOWARDS NOME.

1st day of July, 1908.

Heading towards Dutch Harbor.

1:48 A. M. Hove up port anchor. Shifted anchorage to *ce* clear ice, and slow ahead on engines.

2:11 Stopped to let go anchor. 17 fathoms of water. 45 fathoms of chain.

[558]

7:40 Hove up anchor and slow ahead.

10:00 Took the following provisions from cargo for ship's use: Carstens Cold Storage Company, Nome. 1096 pounds of meat.

N. M. Co., St. Michael.

1 bbl. of vinegar.

2 cases of crackers.

2 cases of spagetti.

1 case of macaroni.

1 case of tomatoes.

2 cases vermacelli.

Bilges sounded regularly. Light S. E. and S. W. winds. Light fog at times, smooth sea.

11:00 Usual morning inspection.

12:00 *Varyios* courses.

Noon Lat. 61.30 N. Long. 168 deg. 32 W.

12:20 P. M. Full speed ahead on engines.  
1:45 C-C. around western end of ice pack.  
3:00 S. 16 deg. light S. W. breeze and clear.  
4:00 79.5.  
6:35 C-C. S. deg. 25 deg. E. Bar. 29.55.  
Air 41.  
8:00 Bilges sounded regularly. Calm and foggy.  
10:00 144.5. Bar. 20.75. Air 41. Similar weather.  
12:00 P. M. 167. Bar. 20.75. Air 41. Similar weather.

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hobey, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12.

H. C. Hurlburt, Chief Officer.

. . . . .  
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JOURNAL FROM SEATTLE TOWARDS NOME.

2nd day of July, 1908.

Headed towards Dutch Harbor.

1:00 A. M. M. S. 25 deg. E. Bar. 29.77. Air 40.  
Water 41.

2:00 P. M. 187.

4:00 211.8. Bar. 29.76. Air 42. Water 42.  
Overcast and cloudy. Light N. W. winds.



6:00	234. Bilges sounded regularly.
8:00	255. Course S. 25 deg. E.
11:00	Usual Morning inspection.
12:00	279.5. Course S. 25 deg. E. Bar. 29.76. Air 53. Water 43. Similar weather.
Noon	Courses S. 7 deg. E. Dist. by Obs. 260. Lat. 57.13 N. Long. 167 deg. 33 W.
1:00	S. 25 deg. E. N. W.
2:00	318 S. W. Bar. 29.77. Air 40. Water 41. Overcast and foggy. Light N. W. Breeze; smooth sea.
4:00 P. M.	341. S. 25 deg. E.
6:00	363. S. 25 deg. E. Bar. 29.78. Air 46.
7:00	Bilges sounded regularly.
8:00	327. S. 25 deg. E.
9:00 P. M.	Bar. 29.76. Air 51. Moderate South- west breeze; overcast and hazy.
10:00	407. S. 25 deg. E.
4:00	430. S. 25 deg. E. Bar. 29.74. Air 53. Water 43.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton,  
4 to 8; N. Hobey, 8 to 12; H. Throck-  
morton, 12 to 6; N. Hobey, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to  
8; W. Hazel, 8 to 12; B. McKenna,  
12 to 6; W. Hazel, 6 to 12.

H. C. Hurlburt, Chief Officer.

## JOURNAL FROM SEATTLE TOWARDS NOME.

3rd day of July, 1908.

Course 8. 25 deg. E. Heading towards  
Dutch Harbor.

- 1:0 A. M. Took cast of lead. 75 fathoms. S.G.G.  
Overcast and cloudy, light airs and  
smooth sea.
- 2:00 454. Took cast of lead. 100 Fathoms,  
no bottom.
- 4:40 473.
- 5:00 A. M. Sighted land. C-C. S. 41 deg. E. Light  
fog at times. Course S. 41 deg. E.
- 5:25 Hauled in log.
- 8:20 Made Priest Rock. Various courses.
- 9:14 Priest Rock abeam.
- 10:20 Sandspit abeam and under various bells.
- 10:25 Stopped.
- 11:05 Passed dock at Dutch Harbor. Draft  
20 feet 5 inches. Fwd. 20 ft. .03 aft.  
Carpenter and engineers filling fresh  
water-tanks.
- 11:00 Usual morning inspection.
- 2:00 P. M. Crew taking on board steward's stores.
- 5:00 Bilges sounded regularly.
- 4:00 Took 1141 pounds of meat from Car-  
stens Cold Storage for ship's use.
- 10:00 Finished taking in water. Light N. E.  
breeze. Overcast and cloudy.
- Officers on Watch:  
H. Throckmorton, 12 to 4; N. Hobey, 4  
to 8; H. Throckmorton, 8 to 12; H.

Hobey, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8;

B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

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# JOURNAL FROM SEATTLE TOWARDS NOME.

4th day of July, 1908.

Draft leaving 20 *fet.* .06 inches. fwd. 21 ft. 05 in. aft.

5:55	Rang engines stand by.
6:04	Let go from dock and slow astern.
6:30	Sandspit abeam.
6:40	Full speed ahead.
6:50	On course N. 33 deg. W. Streamed log 87.
7:00	Cape Cheerful abeam. Log. 88: Course N. 30 deg. W.
7:00	Bilges sounded regularly.
8:00	Log 90.5. Course N. 33 deg. W. Bar. 30.07. Light northerly breeze; Moderate sea. Overcast and cloudy.
10:00 A. M.	Log 116. Course N. 33 deg. W. Bar. 30.13.
11:00	Usual morning inspection.
12:00	Log 139. Course 33 deg. W. Dist. by Obs. 51 102 miles. Lat. by obs. 54 deg. 44 min. north. Long. by obs. 166 deg. 46 min. W.



1:00 P. M. Course N. 33 deg. W.  
 2:00 Log. 157. Course same. N.N.W. Bar  
 30.20. Air. 69. Fresh N.N.W. wind.  
 Cloudy and clear. Moderate sea.  
 4:00 177.5. Course N. 33 deg. W. N.N.W.  
 30 Bar. 30.24. Air 52.  
 6:00 Log 195. Course N. 33 deg. W. Bar.  
 30.25. S. 49.  
 8:00 216. N. 33 deg. W. Bar. 30.27. Air  
 47.  
 10:00 Log. 235. Course N. 33 deg. W. Bar.  
 30.29. Air 47. Similar weather.  
 12:00 P. M. 256. N. 13 deg. W. Bar. 30.30. Air  
 47. [562]

*Officers on Watch:*

N. Hobey, 12 to 4; H. Throckmorton, 4  
 to 8; N. Hobey, 8 to 12; H. Throck-  
 morton, 12 to 6; N. Hobey, 6 to 12.

*Men on Lookout:*

W. Hazel, 12 to 4; B. McKenna, 4 to 8;  
 W. Hazel, 8 to 12; B. McKenna, 12 to  
 6; W. Hazel, 16 to 12.

N. C. Hurlburt, Chief Officer.

JOURNAL FROM SEATTLE TOWARDS NOME.

5th day of July, 1908.

1:00 Course N. 33 deg. W.  
 2:00 P. M. Log 77.5. Wind N.W. Bar. 32.31.  
 Overcast and cloudy. Passing fog.  
 Light N. W. breeze.  
 4:00 296.5. Bar. 30.31.  
 7:00 Bilges sounded regularly.

8:00	341.
9:00	Crew working coal from No. 2 to No. 3 bunkers.
10:00	Log 362.
11:00	Usual morning inspection. Similar weather.
12:00	385.
Noon	Course N. 11 deg. W. Dist. by log 276 miles. Lat. 68 deg. 45 min. N. Long. 168 deg. 11 W.
1:40	Sighted steamer bearing N. 26 deg. comp.
2:00 P. M.	Log 206. Course N. 33 deg. W.
4:00 P. M.	Log 429. Bilges sounded regularly.
5:00	Finished working coal for day.
6:00	Log 452. Bar. 30.31. Air 52. Water 42.
8:15	Met U. S. S. Yorktown heading south.
8:00	Held divine services saloon. Master officiating.
10:00	Log. 494. Overcast and light southerly airs, smooth sea.
12:00	Log 516. C-C. N. 25 deg. W. Bar. 30.37. Air 50. Water 41. [563]

Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hobey, 12 to 6; H. Throckmorton, 6 to 12.

Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8;  
B. McKenna, 8 to 12; W. Hazel, 12

to 6; B. McKenna, 6 to 12.  
N. Cl. Hurlburt, Chief Officer.

JOURNAL FROM SEATTLE TOWARDS NOME.

6th day of July, 1908.

- 1:00 A. M. Course 20 deg. W.
- 2:00 Log 539.
- 3:20 Sighted ice, engines stand by.
- 4:30 Log 566. C-C. N. 13 deg. E.
- 10:00 Took the following provisions from  
cargo for ship's use: Carstens Cold  
Storage Company, 574 pounds of  
meat, Nome.  
2 cases hams.  
2 cases sauseges.  
Crowley and Porter.  
50 cases of potatoes.  
M. E. Atkinson, Nome.  
2 cases of bacon.  
C. D. Bowden, Nome,  
1 case of syrup.  
George Modini, Nome.  
25 cases of eggs.  
505 C-C. N. 34 deg. W.
- 5:20 Log 574. C-C. N. 13 deg. E.
- 8:00 Log 600. Cast of lead 16 fathoms.  
Bilges sounded regularly.
- 10:00 Log 620.
- [564]
- 11:28 Usual morning inspection. Light west-  
erly breeze. Overcast and cloudy.  
Moderate westerly sea.



- 12:00 A. M. Log 642. Cast of lead 17 fathoms. S. G. S. Bar. 30.25. Air 40. Water 42.
- Noon. Course various. Dist. by log 258 miles. Lat. 62 deg. 50 min. N. Long. 167 deg. 30 min. W.
- 1:00 P. M. Course 13 deg. E.
- 2:00 Log 663. Westerly. Light westerly breeze.
- 3:00 Cast of lead 14-102 fathoms. Overcast; passing fog.
- 4:00 Log 685. Cast of lead 17 fathoms. Gys. Bar. 30.19. Air 46. Water 36. Small westerly sea.
- 5:15 Hauled in log. Water 56.
- 6:00 Log 702. Slow ahead on engines. Dense fog.
- 6:20 Stopped; let go anchor. 15 fathoms of water. 30 fathoms of chain. Moderate westerly breeze. Thick fog and scattered ice?
- 10:00 Bilges sounded regularly.
- 10:00 P. M. Bar. 30.11. Air 32. Water 45. Similar weather.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton, 4 to 8; N. Hobey, 8 to 12; H. Throckmorton, 12 to 6; N. Hobey, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 6 to 12.

H. C. Hurlnurt, Chief Officer.

## JOURNAL FROM SEATTLE TOWARDS NOME.

7th day of July, 1908.

- 1:00 A. M. Anchored.
- 1:45 Hove up anchor and slow ahead on engines. Moderate W. N. W. wind. Heavy fog. [565] Small westerly swell. Course N. 13 deg. Streamed log.
- 10:45 C-C. N. E. Hauled in log.
- 10:55 Course N. W. E. Bilges sounded regularly.
- 11:25 Stopped and anchored. 13½ fathoms water. 30 fathoms chain. Bar. 30.02. Air 33. Water 44.
- 11:00 Usual morning inspection. Thick fog and heavy scattered ice. Bar. 30.01 Air 43. Ice drifting south.
- Noon Anchored. Dist. by log 70 miles. Lat. 63 deg. 48 min. W. Long. 165 deg. 59 min. W.
- 2:00 Anchored. Bar. 30. Air 41. Water 42.
- 3:00 P. M. Fresh N. W. wind. Dense fog and mist. Small sea.
- 5:00 Heard steamer whistle eastward. Bar. 29.98. Air 41. Water 42.
- 6:00 Bilges sounded regularly.
- 8:00 Ice drifting N. W. Bar. 29.95. Air 40. Water 40.
- 11:00 Bar. 29.92. Air 39. Water 39. Similar weather.
- 12:00 Bar. 29.92. Air 39. Water 39.

## Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobey, 4 to 8; H. Throckmorton, 8 to 12; N. Hobey, 12 to 6; H. Throckmorton, 12 to 6.

## Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

. . . . .  
JOURNAL FROM SEATTLE TOWARDS NOME.

8th day of July, 1908.

Anchored.

2:00 A. M.	Bar. 29.91. Air 39. Water 40. Ice drifting W. N. W. Light W. N. W. breeze. [566]
4:00	Bar. 29.90. Air 39. Water 39. Dense fog.
7:29	Hove up anchor and undee various bells. Slow ahead. Bar, 29.91. Air 39. Water 39.
8:10	Slow ahead.
9:10	Swinging ship to correct compass. Bilges sounded regularly.
9:00	Took from Carstens Cold Storage 547 pounds of meat for ship's use.
11:00	Usual morning inspection.
11:40	Stopped engines. Ship drifting W. W. Fog clearing. Light airs. Smooth sea. Heavy ice. N. N. W.
Noon	Various courses. Dist. by log 8 miles.



Heavy ice. N. N. W. Lat. 63 deg.  
42 N. Long. 165 deg. 66 W.

1:15 P. M. Let go anchorage starboard. 15 fathoms of water; 30 fathoms of chain.  
Thick fog.

3:43 Hove up anchor and slow on engines.  
Fog lifting.

5:00 Various course.

7:25 Stopped engines.

7:35 Let go anchor. Bilges sounded regularly. 14 fathoms of water. 30 fathoms of chain. Position Lat. 63 deg. 43 Min. N. Long. 165 deg. 50 min. W. Calm. dense fog. Small S. W. swell.

11:00 P. M. Bar. 29.91. Air 37. Water 39.

12:00 P. M. Bar. 39.91. Air 36. Water 32.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton, 4 to 8; N. Hobey, 8 to 12; H. Throckmorton, 12 to 6; N. Hobey, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8; W. Hazel, 8 to 12; B. McKenna, 12 to 6; W. Hazel, 6 to 12.

N. C. Hurlburt, Chief Officer.

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JOURNAL FROM SEATTLE TOWARDS ———

9th day of July, 1908.

2:43 Hove up anchor and slow ahead on engines.

- 9:30            Stopped and let *fo* anchor. 12½ fathoms of water. 30 fathoms chain. Light westerly breeze. Fine and clear.
- 10:00           Took the following provisions from cargo for ship's use:  
Carstens Cold Storage, Nome.  
3 veals, 779 pounds.  
2 cases sausages, 120 pounds.  
M. E. Atkindon.  
3 cases of bacon, 445 pounds.  
3 cases of hams, 455 pounds.  
1 hoop of cheese.  
4 cases of coffee.  
George Modini.  
Nome Commission company.  
38 crates of potatoes.  
30 cases of eggs.  
5 crates of onions.  
Archer-Ewing Company, Solomon.  
1 case pears.  
i case corn.  
Bilges sounded regularly. Light N. W. breeze and thick fog; small swell.
- 11:00 A. M.    Usual morning inspection.
- 11:20           Hove up anchor and slow ahead.
- 11:58           Leg go anchor. 13 fathoms of water; 30 fathoms chain.
- 12:00           Ice drifting S. S. W.
- Noon           At anchor. Lat. 63 deg. 31 min. N. Long. 165 deg. 36 W. [568]

C. D. Bowden. (B) Nome.

2 cases of onions.

2 cases of syrup.

3 crates of potatoes.

1:30 P. M. Hove up anchor and slow ahead on engines and under various bells.

3:30 Stopped and let go anchor. 30 fathoms of water; 30 fathoms of chain. Steamed south to anchorage clear of ice pack. Fresh W. N. W. breeze. Moderate N. W. swell. Intr.

7:00 Bilges sounded regularly.

10:00 Bar. 30.01. Air 44. Water ——. Fine and clear. Fresh W. N. W. breeze and moderate sea.

11:00 At anchor.

12:00 Bar. 30.01. Air 45. Water 42.

#### Officers on Watch:

H. Throckmorton, 12 to 4; N. Hobe, 4 to 8; H. Throckmorton, 8 to 12; N. Hobe, 12 to 6; H. Throckmorton, 6 to 12.

#### Men on Lookout:

B. McKenna, 12 to 4; W. Hazel, 4 to 8; B. McKenna, 8 to 12; W. Hazel, 12 to 6; B. McKenna, 6 to 12.

N. C. Hurlburt, Chief Officer.

### JOURNAL FROM SEATTLE TOWARDS NOME.

10th of July, 1908.

3:20 A. M. Revenue Cutter McCulloch hove to alongside and captain boarded her.



4:45	Revenue Cutter Thetis hove to, close aboard.
6:25	Hove up anchor and slow ahead on engines and streamed log, and on course N. 84 deg. W.
6:35	Half speed.
6:50	Slow.
9:30	Log 22 C-C. N. 77 deg. W. [569] Bilges sounded regularly.
8:00	Wind S. W. W.
10:00	Log 36. Course 77 deg. W. Bar. 33.11. Air 55. Water 46. Fresh S. W. breeze. Passing banks of heavy fog. Small swell.
11:00	Usual morning inspection.
12:00	Log 53. Course N. 77 deg. W. Bar. 30.03. Air 56. Water 47.
Noon	Course various. Dist. by log 42 miles. Lat. 66 deg. 32 min. N. Long. 167 deg. 34 W.
12:20 P. M.	Course N. 57 deg. Hauled in log 56.
3:00	Various courses and bells. Working ship through ice-pack.
6:00	Bilges sounded regularly.
7:00	Moderate easterly breeze and sea.
9:30	Clear of ice-pack. Passing fog banks and <i>r</i> rain.
10:00	Set course and streamed log. Bar. 30.14. Air 48.
11:00	Log 73.
12:00	Log 88 1/2. Course N. 60 deg. W. Bar. 30.14. Air 47.

Officers on Watch:

N. Hobey, 12 to 4; H. Throckmorton,  
4 to 8; N. Hobey, 8 to 12; H. Throck-  
morton, 12 to 6; N. Hobey, 6 to 12.

Men on Lookout:

W. Hazel, 12 to 4; B. McKenna, 4 to 8;  
W. Hazel, 8 to 12; B. McKenna, 12  
to 6; W. Hazel, 6 to 12.

N. H. Hurlburt, Chief Officer.

JOURNAL FROM SEATTLE TOWARDS NOME.

S. S. OHIO.

11th of July, 1908.

10:30 A. M. Took the following provisions from  
ship's cargo for use: [570]

Carztens Cold Storage, Nome.

8 hogs, 656 pounds.

Franklin & Moses, St. Michael.

1 crate of cabbage.

Praeger and Williams, St. Michael.

1 crate of bananas.

A. E. Golden, Fairbanks.

10 boxes of apples.

1 case of lemons.

3 cases of oranges.

J. L. White, Chena.

3 boxes of oranges.

3 boxes of apples.

1 case of lemons.

N. B. Wright, Bettles.

1 box of apples.

1 box of oranges.

1 box lemons.

JOURNAL FROM SEATTLE TOWARDS NOME.

11th day of July, 1908.

1:00 A. M. Various courses. Draft arriving 20 ft.  
no inches fwd. 20 ft. no inches aft.

2:43 Various courses.

3:35 Stand by engines and under various  
bells to anchorage.

4:20 Com. discharging passengers, mail and  
baggage.

6:00 Finished discharging passengers, mail  
and baggage.

7:00 Com. discharging cargo. No. 1 and 5.

10:15 Finished discharging cargo 1 and 5.  
Strong S. E. E. breeze and rain.

[571]

11:20 Hove up anchor and slow ahead on en-  
gines; rough sea.

11:40 Waiting for purser. Hove to.

11:00 Bilges sounded regularly.

12:00 Bar. 30.25. Air 50. Similar weather.

Noon Log from Nome towards St. Michael."

Mr. FULLER.—I now desire to offer in evidence the report of the survey of the S. S. "Ohio," filed July 14, 1908, by C. D. Garfield, at St. Michael, Alaska.

It is admitted in open court by and between proctors for libelants and respondent and claimant that the report of such survey was filed in the Custom's office at St. Michael, July 14th, 1908.

Mr. FULLER.—I have not a copy pf this document, and will read the same into the record, if



there is no objections.

Mr. SCHOFIELD.—I have no objections.

(Reads:)

“St. Michael, Alask., July 13, 1908.

To Whom It May Concern:

We, Captain, A. J. Henderson, U. S. R. S. S. and 1st Lieutenant of *Negineers* A. C. Norman, U. S. R. C. S., do certify that, at the request of C. G. Conradi, master of the S. S. ‘Ohio,’ of Seattle, Wash., and John H. Bullock, Lloyd’s Agent, on Nome, Alaska, have sured that vessel on the 13th day of July, 1908, at St. Michael, Alaska, in consequence of her having been struck by a piece of ice about midships on [572] the starboard side on the 28th day of June, 1908, cracking one og the plates about 14 inches longitudinally at the load water-line.

At the time the accident happened Captain Conradi immediately careened the ship and bolted two steel plates onto three frames and filled the space with cement, taken from the ship’s cargo.

On examination of this vessel, this 13th day of July, 1908, we find that the repairs made are entirely satisfactory and that the vessel is perfectly safe and seaworthy to complete her voyage to Seattle, Wash.

(Signed)

A. J. HENDERSON,

Captain U. S. R. C. S., Comdg. U. S. S. Thetis.

(Signed)

A. C. NORMAN,

1st Lieut. of Engrs., U. S. R. C. S., U. S. S. Thetis.

(Signed)

C. G. CONRADI,

Master.

(Signed)

JOHN H. BULLOCK,

Lloyd’s Agt.

We acknowledge to have received the fees for the survey in the sum of Twenty-five (\$25) *each*.

(Signed)

A. J. HENDERSON.

A. C. NORMAN.

Subscribed and sworn to before me this 13th day of July, 1908.

[Seal]

T. P. CHRISTIAN,

Dep. Col. of Customs.

Certified a true copy.

T. P. CHRISTIAN, Dep. Col.

[Endorsed]: Report of Marine Survey S. S. Ohio. Filed July 14, 1908. C. D. Garfield, Deputy Collector."

Mr. FULLER.—That is all of the testimony on behalf of the respondent and the claimant, if the Court please. [573]

Mr. FULLER.—Wefore I rest my case, your Honor, I would like to call the Court's attention to one portion of the *rpoff* which I think immaterial under the pleadings; that is, in regard to the quality of the food furnished the passengers on this voyage.

If the Court considers that material under the pleadings I would like an opportunity to call witnesses.

The COURT.—You may call any witnesses you desire to contradict the testimony of the libelants.

Mr. FULLER.—I have no witnesses present in Nome at this time. The purser, Fred Tracey, will be in tomorrow, and I would like an opportunity to call him. And if I find any other witnesses in the meantime I would like an opportunity to call them out of order.

The COURT.—You may do so, if you wish.

**Libelants' Case in Rebuttal.**

Thereupon, the libelants offered the following testimony:

Mr. SCHOFIELD.—I desire to offer all of the portions of the deposition of Capt. Conradi which were omitted by Mr. Fuller in his case, said portions being, beginning with the top of page 3 of said deposition, which reads as follows:

**[Deposition of Captain Conradi, for Libelants (in Rebuttal).]**

“Q. When did you go through Unimak Pass and arrive in Bering Sea?

A. I think it was the 7th; of course the log-book will give that. [574]

Q. I will let you refer to that at any time?

A. Yes, on the 7th; on the morning of the 7th of June.

Q. June 7th, 1908. How far did you proceed before you met ice?

A. I met the ice about 29 miles south of Cape Mohican, off Nunivak Island.

Q. What vessel, if any, had you encountered at that time that were on the Nome run?

A. Up to the time I met the ice?

Q. Yes.

A. Up to the moment I had met the ice I had seen nothing with the exception of the ‘Hyades,’ in the Pacific, and the ‘Senator’ in the Juan De Fuca Straits; none in the Bering sea; I think that was the question.

Q. What vessels did you first encounter after ar-



(Deposition of Captain C. G. Conradi.)

iving in Bering sea that were on the Nome run?

Q. After arriving in Bering Sea, the 'Hyades,' the steamer 'Senator,' the 'Northwestern,' the 'Yucatan,' the 'Umatilla,' the Revenue Cutter 'Thetis'—these were the first ships; they were all in a bunch.

Q. What latitude and longitude did you meet these vessels? Refer to your log-book, and on what date.

A. The 'Hyades' on the 9th of June.

Q. Latitude and longitude?

A. Do you want the exact position? We only take the latitude and longitude at noon; I can work it back if you wish.

Q. Approximately?

A. 60 deg. 56 min. north. 167 deg. 141 min. West.

Q. Will you point on this map, Captain, the position of the 'Hyades'? A. About here (pointing).

Q. Put the figure 1 there.

A. That is it approximately. (Witness marking the figure [575] 1 in a circle on the map.)

Q. When did you meet the 'Senator'?

A. The 'Senator'? The afternoon of the 10th.

Q. Latitude and longitude, approximately?

A. 61 deg. 34. min. 167 deg. 38 min.

Q. Mark on the map the figure 2.

A. I got the 'Hyades' a little too far south, but it don't matter much.

Q. Now, the 'Northwestern'?

A. The 'Northwestern' here, and the 'Yucutan.'

Q. Give the latitude and longitude of the 'Yucutan'? A. 61-41; 167-31.

(Deposition of Captain C. G. Conradi.)

Q. Mark on the map the figure 3.

(Witness marks figure 3 in small circle.)

Q. Did you give the date that you met the 'Yucutan'? Give that date.

A. *Oj* the 11th; the morning of the 11th.

Q. Now, the 'Northwestern'?

A. Afternoon of the 12th.

Q. Latitude and longitude? The approximate position.

A. Within a couple of miles of the other fellow, the 'Yucutan.' Just close by; same position; all of us were together.

Q. And the 'Thetis.' You refer to the Revenue Cutter 'Thetis'?

A. The Revenue Cutter 'Thetis.' The 'Umatilla' comes first.

Q. Yes, sir, we will take that.

A. 14th; the morning of the 14th.

Q. Latitude and longitude.

A. It is down in here very near, if I would pick it out with dividers. It is No. 3; it is about in there very near. These figures take three or four miles on this scale; it is about in here, I think it was.

Q. Now, the 'Thetis'?

A. The 'Thetis,' the afternoon of the 14th. [576]

Q. How far from the 'Yucutan,' which you met on the 11th?

A. How far away would the 'Ohio' be from the 'Yucutan'?

A. On the 14th, when you met the 'Thetis'?

A. About 4 miles, nautical miles.

(Deposition of Captain C. G. Conradi.)

Q. How long, Captain, did you stay in company with these vessels, or any of them?

A. I think we were some four or five days together.

Q. What did you do when you met the ice with reference to anchoring or otherwise?

A. I moved in it. But when I give you the position of these ships, we were all jammed and could do nothing. Ice all around us; ship drifting with the pack.

Q. How long did you remain in that position, approximately? Or drifting with the ice, or in the ice, at that place?

A. In that pack I must have been about eight days altogether.

Q. How long?

A. About eight days, I think, in that pack.

Q. What became of the other vessels during those days?

A. The 'Senator' left the pack and forged ahead. The 'Northwestern,' when we left the pack and got into open water was still in the pack; the 'Yucutan' was still in the pack, doing nothing. In fact, it looked as if it wouldn't do anything; the 'Thetis' I left jammed. The 'Umatilla' was jammed to the extent that the 'Thetis' attempted to cut it out and had to stop, the conditions were too severe.

Q. Which way did you sail for open water?

A. Northwest, or to the north and westward.

Q. This was on the 14th of June?

A. The 14th of June was when I give you the



(Deposition of Captain C. G. Conradi.)

'Umatilla' and 'Thetis'; the 16th of June, it would be, the 16th when I commenced to get something like a move on and more [577] than crawled through the ice, when we commenced to get into open water.

Q. How long did you sail from *te* 11th of June in open water and in what direction?

A. I already answered that question, to the north and *w* westward.

Q. How long? A. A few miles?

Q. Approximately, how far did you go.

A. I will have to look at the log-book; you cannot expect me to keep all of these things in my memory. About 20 miles.

Q. When you had sailed that 20 miles where were the other vessels that you have mentioned?

A. They were in the pack."

Mr. SCHOFIELD.—I think this portion of the deposition was read by Mr. Fuller, but I will read it again so your Honor may get the proper connections.

(Reads:)

"Q. Still in the pack?

A. Yes, sir, to the best of my knowledge.

Q. When did you arrive in Nome?

A. On the 11th day of July.

By Mr. DuBOSE.—The 10th day, wasn't it?

A. I will just make sure. The morning of the 11th.

Q. What time? About 3:30? A. About 3:30

A. M.

(Deposition of Captain C. G. Conradi.)

Q. Now, taking *yup* your position after having sailed to the northwest, were you then in company with any other vessel?

A. At the time I got into open water?

Q. Yes, sir. [578]

A. No; there was nothing in the open water with me.

Q. You say you sailed about 20 miles in that direction? A. Yes, sir.

Q. Then you encountered another ice pack?

A. That was on that day."

Mr. FULLER.—From this question the middle of page 18 has already been offered in evidence and read to your Honor.

Mr. SCHOFIELD.—Omitting to— (Reads:)

"Q. Who was at the wheel when you turned back?

A. That day?

Q. Yes.

A. I don't think that is given; it is impossible for me to find out; I am almost sure that is not in the log-book.

Q. Do you recall who was at the wheel? A. No.

Q. What is your first officer's name?

A. Hurlburt.

Q. Who gave the command to put the vessel on the back track? A. I did.

Q. You know you was not at the wheel at that time? A. No, I never take the wheel.

Q. You wasn't on the bridge at that time?

A. Yes, I was on the bridge; I navigate the ship, and I only.

(Deposition of Captain C. G. Conradi.)

Q. Did the officer at the wheel immediately answer your command to turn back?     A. I guess so.

Q. Do you know whether he did or not?

A. That is positive that he did. [579]

Q. I will ask you if it isn't a fact that he refused to turn back and that you put another man at the wheel before you turned back?

A. No, sir, no knowledge of any such incident. He would have been put in the brig at once.

Q. Will you please put upon the map the figure 4 marking the point where your vessel lay on the 9th of June *ms* south of Sledge Island?

A. Yes, I will mark 4 here.

(Witness marking figure 4 with a circle.)

Q. After you put the ship about at that point marked 4 by you, how long did you continue sailing a southerly course, and about how far did you travel before coming to anchor?

A. Well, that would be about 20 miles, I should judge.

Q. What did you do when you arrived at that point?     A. Anchored.

Q. Did that clear you from the ice?     A. Yes, sir.

Q. And upon what date was that?

A. That would be on the 18th; that was on the early morning of the 18th.

Q. Just mark upon this chart where you were at that time, with the figure 5.

(Witness marks 5 on the map.)

Q. You were in open water at point 5 on the 18th?

A. Yes. I will explain that to you. There was a



(Deposition of Captain C. G. Conradi.)

bay in the ice here. We traveled in here and back and anchored off this point so we could not get shut in between these two points.

Q. How long did you lay at anchor there?

A. A few hours; that took place at four in the morning or 3:30 he has got it here. We were under way again at 8 i'clock. [580]

Q. Sailing in what direction?

A. Sailing along to find an opening to the eastward; we had gone as far west as we could get at that time.

Q. Will you take your log-book, and commencing at this point marked 5 upon the map, and mark upon this plat approximately the positions from time to time that you came to anchor until you sailed with the 'Thetis' from a point near Sledge Island to Nome? A. You want that done just now?

Q. If you will?

A. At this time if you want all the places we anchored on the plat in position, it will take about three hours to put in on the chart according to the position in the log-book; sometimes we were anchored two or three hours and sometimes twelve hours, and dodging around, and moving in and out, forward and back; of course, if you wish it it will have to be done; it will make quite a scroll there as the points come close together on such a small scaled chart, as you have there, and it will take some time.

Q. You will put it on later from your log-book, place it on this chart?

A. Yes, I will put on anything you want.

(Deposition of Captain C. G. Conradi.)

Q. From what point did you leave for Dutch Harbor?    A. From point 5.

Q. Point 5?

A. Yes, the whole fact of the matter is, we were in a large pool of water here, say, roughly, 30 miles in extent, southeast and southwest.

Q. With open water to the southern?

A. Open water to the southern. Whenever we went east we found a barrier, and on this side here, right across there there was a barrier, facing a wall of ice, that is still in sight from the hills at the present moment, [581] thinner and smaller of course, but the same wall of ice is there to-day.

Q. A wall of ice that in your judgment at that time the ship could not safely penetrate?

A. I didn't consider it safe to go into that wall of ice at that time.

Q. You left that point on or about the 20th of June?    A. Yes, sir.

Q. For Dutch Harbor?    A. For Dutch Harbor.

Q. You encountered no ice on the way to Dutch Harbor?    A. Yes, sir.

Q. Nothing that hindered the making of the trip?

A. No; of course we knew the position of the pack we had left at Nunivek Island.

Q. How long were you on the run from point 5 to Dutch Harbor?    A. About three days.

Q. How long did you remain at Dutch Harbor?

A. A few hours; arrived at 11 o'clock on the morning of the 3d of July, and left at 6 o'clock the morning of the 4th?



(Deposition of Captain C. G. Conradi.)

Q. You proceeded from Dutch Harbor where?

A. Directly up to the ice pack again.

Q. How long were you making that trip back?

A. About the same time, two and a half or three days.

Q. At what point did you reach the pack, marking it number 6?

(Witness marks No. 6 on the map.)

Q. Were there any vessels in your vicinity when you came to the point 5 immediately, prior to starting for Dutch Harbor?

A. At point 5, yes. [582]

Q. What vessels?

A. The first time the 'Transit' was there and we supplied her with provisions, and another steamer in the distance, we didn't know her name; we supposed her to be a boat that was carrying oil up there, the 'Porter.'

Q. They were in open water?

A. The 'Transit' was in open water; the 'Porter' was in the ice.

Q. They were proceeding on their voyage to Nome?

A. No; looking for a hole to go through the pack.

Q. Did you meet any other vessel in proceeding from point 5 to Dutch Harbor? A. No.

Q. Where was the 'Thetis' at this time, if you know?

A. At that time she would be making way to up towards t that point 5; we hadn't seen her from the



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time of being in the pack down at Nunivak Island off Cape Roamzoff.

Q. You didn't encounter the 'Thetis' on your way to Dutch Harbor?     A. No.

Q. You spoke the 'Transit'?

A. I spoke the 'Transit' at point 5.

Q. What did you go to Dutch Harbor for?

A. Provisions, coal and water.

Q. Did you request any provisions, coal or water, from the 'Transit'?     A. No, I supplied her.

Q. With meat only?     A. Yes.

Q. You didn't ask the 'Transit' for any flour?

A. There was a difference of several days from the time we met the 'Transit' and going to Dutch Harbor. There was a difference of several days. [583]

Q. How much coal had you in your bunkers when you turned back from point 5 to go to Dutch Harbor?     A. About 300 tons.

Q. Under ordinary steaming that would last the 'Ohio' about how many days?

A. About a week; six or seven days.

Q. You took on no coal at Dutch Harbor?

A. Got none.

Q. Sir?     A. No, sir.

Q. You took on no coal from any port or any vessel from the time you left point 5 until you reached Nome?     A. No.

Q. How much coal had you in your bunkers when you arrived at Nome?     A. About 200 tons.

Q. About 200 tons?     A. Yes, sir.

Q. After the vessel arrived at Nome she steamed

(Deposition of Captain C. G. Conradi.)

to St. Michael?      A. Yes.

Q. And returned to Nome?      A. Yes.

Q. Have you taken on any coal?

A. Took no coal.

Q. You have taken up to this time no coal whatever?      A. I had 200 tons of cargo coal.

Q. Consigned to whom?

A. To the 'Northwestern.'

Q. Loose or sacked?      A. Sacked.

Q. Available for ship's use, was it not?

A. When I want those things aboard ship I just take them out of the cargo. [584]

Q. Then there was no necessity of going to Dutch Harbor for coal, was there?      A. Yes, sir.

Q. How much provisions did you take on at Dutch Harbor? How much flour? About a ton?

A. Quite a list. I took ten days' full stores at Dutch Harbor as near as we could get them; we had to switch around and do without things that they didn't have and take some things that they did have so as to make up ten days' stores.

Q. You took one ton of flour aboard at Dutch Harbor?

A. I am not quite sure of the quantity that we took aboard at Dutch Harbor.

Q. Will you swear that you took more than a ton?

A. No; if you will give me a chance I will ask my steward. I will take his word for it, or the bill he signed. At the present moment I don't remember how much it was.

Q. Did you take any water aboard at Dutch Har-

(Deposition of Captain C. G. Conradi.)

bor?      A. Yes.

Q. How many gallons?      A. About 220 tons.

Q. How long had you been out of fresh water?

A. Never out of fresh water while the distillery was working.

Q. You have a distiller aboard the vessel?

A. Yes, sir.

Q. You could distil and did distil your own water for use of the passengers, drinking and cooking?

A. Yes.

Q. Then it was not necessary to go to Dutch Harbor for fresh water?      A. That was a question.

Q. Answer the question. Then it was not necessary to go to Dutch Harbor for fresh water? [585]

A. Yes; it was necessary to go to Dutch Harbor for water. It takes fuel for the making of water.

Q. Did you discharge any of this cargo of coal consigned to the 'Northwestern'?

A. We have now discharged the whole.

Q. Then you was not compelled to broach coal cargo for ship's consumption on this trip up?

A. No.

Q. Will you take any coal prior to making the trip to Seattle?      A. It is already on board.

Q. How much coal did you take on board to take the ship out?

A. You mean the quantity put on here in Nome?

Q. Yes, sir.      A. Three hundred tons best coal.

Q. When did you arrive at point 6 on your return trip from Dutch Harbor?      A. The date?

Q. Yes, sir.



(Deposition of Captain C. G. Conradi.)

A. We arrived at the ice pack about 7 o'clock the evening of the 6th.

Q. Of July?      A. Of July, yes, sir.

Q. On the trip up from Dutch Harbor did you speak any vessel?

A. On the trip up from Dutch Harbor, at a point—no—we didn't speak any but we sighted the U. S. gunboat 'Yorktown.'

Q. That was far to the south in Bering Sea?

A. Yes, that was down off Nunivak Island.

Q. When did you speak the first vessel after arriving at this point, and what ship was it? [586]

A. Well, we didn't speak the first vessel we saw; we know her now; it was the 'W. B. Flint,' a barque.

Q. The question was, when did you speak the first vessel and what vessel was it?

A. The first vessel I spoke was the 'McCulloch.'

Q. Where did you speak her?

A. That would be somewhere here (pointing on the chart).

Q. Mark that 7 and put a little circle around it.

(Witness marks figure 7 with circle around it, on the chart.)

Q. When was that?

A. The 10th of July, early morning; it must have been about three o'clock in the morning.

Q. Were you in the ice pack at that time?

A. No, sir, open water.

Q. Anchored?      A. Anchored in open water.

Q. How long have you been at anchor there?

A. For the night.

(Deposition of Captain C. G. Conradi.)

Q. How far from the ice pack, if you know?

A. Two and a half or three miles, roughly, at the point of the ice pack.

Q. Do you know where the other vessels were at this time that you first spoke at point 3?

A. No idea whatever.

Q. Did you have a conversation at that time with the master of the 'McCulloch' with reference to making the voyage to Nome?

A. Not with reference to making the voyage into Nome, no.

Q. Did you have a conversation with him with reference to the conditions of the ice?

A. Just compared notes, what we found as we came up.

Q. Where was the 'McCulloch' bound?

A. She was to come up—she had instructions to come up [587] and put through a wireless message stating where the 'Ohio' was and that we were all well.

Q. The 'McCulloch' was looking for the 'Ohio' at that time?

A. No, sir; I had given him my position. It was all made up before; in fact, he came up on a statement that I made down there to the captain of the Revenue Cutter at Unalaska; we were anxious to get word out to civilization and let them know that we were all well, and we wanted to get in communication here if possible to get them, and the 'McCulloch' had a wireless on board and she was sent up to render that assistance.

(Deposition of Captain C. G. Conradi.)

Q. The 'McCulloch' came up no further north?

A. No.

Q. What was the next vessel you spoke?

A. The 'Thetis.'

Q. Where did you speak the 'Thetis'?

A. At the same point; the two ships met at the same place.

Q. What was the object of the 'Thetis' out there?

A. I don't know what his object really was; he stated he wanted to see me and get the mail from me, unless I intended passing through to Nome, proceeding to Nome.

Q. Was that the first time that you saw the 'Thetis'?

A. No; we had been in company with her before.

Q. After you left point 3 was that the first time that you saw the 'Thetis'?      A. No.

Q. Now, what was that date, July 10th?

A. July 10th, in the early morning about three o'clock in the morning; the 'McCulloch' and 'Thetis.'

Q. Both came up to your vessel?

Q. At that time you were at anchor in the open sea?      A. Yes.

Q. Isn't it a fact that the master of the 'Thetis' when he came up to you called from the bridge and wanted to [588] know 'What in hell are you doing around here'? and 'Where had you been and what had you been doing the last four or five days'?

A. No, I give the master of the 'Thetis' credit of being more of a gentleman than to do a thing like that or to make any such remark.



(Deposition of Captain C. G. Conradi.)

Q. He didn't make any such remark?

A. No, sir.

Q. And you protested at that time?

A. About what?

Q. About taking the vessel in?      A. No, no, no.

Q. I will ask you if you didn't refuse in the first instance?      A. Refuse who?

Q. If you didn't refuse to follow the master of the 'Thetis' into the port of Nome, in the first instance, when he first spoke?      A. No, sir.

Q. Isn't it a fact that the officer of the Railway Mail Service—with the exception of the postmaster—let me see what they styled him?

Q. Chief of the Railway Mail Service.

ZA. No, not Railway Mail Service—

Q. Mr. McManus?

A. Is McManus connected with the railway?      No, I saw nobody connected with the railway.

Q. You saw McManus?

A. I saw McManus, yes.

Q. Didn't he demand from you the mail in conjunction with the master of the 'Thetis'?

A. No, sir.

Q. You are positive of that?      [589]

A. Yes, sir.

Q. Isn't it a fact that the master of the 'Thetis' told you at that time that unless you brought your ship into Nome that he would put an officer on board and put you at anchor, and put an officer on board and take the mail and as many passengers as he could?      A. No, sir.

Mr. DuBOSE.—Objected to as having no bearing

(Deposition of Captain C. G. Conradi.)

o the case, and immaterial.

Q. When for the first time did the 'Thetis' offer to pilot you into Nome?      A. Yes.

Q. When—at what date?      A. At that time.

Q. When, prior to that time?

A. Oh, prior to that time—let me refer to my book a minute and I will give the date that the 'Thetis' said he would go right through to Nome. On the 28th day of June, early morning, the 'Thetis' informed me—Captain Henderson of the 'Thetis' informed me he would lay a direct course for Nome and put his ship through the pack. Another steamer was in company at that time, the collier 'Beechley.' I told him to go ahead and I would follow if it was good enough, if not I would remain back. I followed in through the slack floes, allowed him to go ahead, he and the collier; they went into the solid pack, or up to the solid pack; they only got about a half a mile into the pack, then they stuck; they could go no further. I lay there for a few hours in the slack ice within about two miles of them watching their movements, and then started around to the eastward of the pack, came out to the bay in the ice and started to the southward of the pack and to the eastward, looking for a better place to go [590] through.

Q. You went back at that time off of St. Lawrence Island and anchored?

A. No, to the eastward. St. Lawrence Island lay to the southwest.

Q. When did you go to St. Lawrence Island?

A. I passed St. Lawrence Island on the way back



(Deposition of Captain C. G. Conradi.)

to Dutch Harbor. St. Lawrence Island was in sight there the whole time by mirage, not the actual island. The whole horizon was subject to heavy mirage. St. Lawrence Island and other things around about could be seen for miles and miles beyond in the mirage.

Q. Were you in company with the 'Umatilla' at any time after you left point 6 on the way back to Dutch Harbor? A. No.

Q. You say the 'Beechley' followed the 'Thetis' into the ice?

A. No, he didn't follow the 'Thetis' in; they went side by side, or almost abreast, I should judge. I don't think there was any agreement that one should follow the other; I don't think so; I don't know what transpired between them.

Q. Then you lay at anchor in the vicinity of point 6 from the 30th day of June until the 10th day of July until you were picked up by the 'Thetis'?

A. No, certainly not; I never said so; I never made any such statement.

Q. How far did you travel from point 6 from the 30th of June to July 10th?

A. I went to Dutch Harbor and back again and then scouted east and west around the ice pack looking for a hole to go through.

Q. I refer to the time you arrived back at point 6 from Dutch Harbor? [591]

A. Scouting about, sometimes at anchor; we had a lot of foggy weather when we got back, that accounts for the 'Thetis' and 'McCulloch' not seeing me for two or three days. They was in the same fix,



(Deposition of Captain C. G. Conradi.)

scouting the ice, sometimes moving, sometimes not.

Q. During foggy weather how often did you blow the whistle?

A. All the time while steaming as called for in the regulations.

Q. During the time you were laying at anchor how often did you blow the whistle?

A. Didn't blow the whistle at all when at anchor.

Q. How often did you ring your bell?

A. According to regulations, sir.

Q. Will you state into the record how often you rang your bell when you were at anchor in the fog?

A. Yes, not less than two minutes; hearing anything near by us we rang all the time until we got an answer from whoever else was close by. That is what we carried out—the regulations.

Q. At the time the 'Thetis' asked you to follow her in on the 28th of June, how long was the 'Thetis' in sight?     A. On the 28th of June?

Judge DuBOSE.—The night she and the 'Beechley' left?

A. On the 28th of June I saw her up until the morning of the 29th.

Q. Then you proceeded to Dutch Harbor?

A. No, the 30th of June I proceeded to Dutch Harbor. I brought the boat to anchor after leaving the 'Thetis' in the ice with the 'Beechley,'—first, I went to the most easterly point I had reached at that time, then back as far as I could go west, on account of no opening to the west, or north, and that decided me to go to Dutch Harbor before I was entirely out of pro-

(Deposition of Captain C. G. Conradi.)

bisions [592] and water; of course my object in going back to Dutch Harbor was to get coal and water because I didn't know how long I might be up against the ice pack.

Q. At no time during these times did you enter the ice pack and except when you first came into the ice and proceeded to a point about 30 miles south of Sledge Island?

A. No, never entered the pack.

Q. You never entered the pack?

A. No, sir. When I speak of the pack, of course, we mean the solid pack; we had lots of ice to contend with outside of that.

Q. State whether or not you were given any instructions by your owners, charterers or otherwise prior to leaving Seattle to under no conditions to enter the ice pack on this voyage No. 18.

A. My instructions were to take my ship into Nome, call at St. Michael, discharge my cargo and get her back in safety.

Q. Was there anything in those instructions with reference to not entering the ice under any circumstances?

A. Yes, sir, instructions to cut no ice.

Q. Were those instructions oral or in writing?

A. By word.

Q. Who gave them? A. Frank Waterhouse.

Q. When you mention Frank Waterhouse you refer to Frank Waterhouse of Frank Waterhouse & Company, owners of the vessel?

A. Frank Waterhouse, managing owner, I understand, sir.



(Deposition of Captain C. G. Conradi.)

Q. What offers or inducements, if any, were held out to you by Frank Waterhouse, the owners or charterers of this vessel, with reference to bringing their ship to Nome without a scratch? [593]

A. None.

Q. None whatever? A. None.

Q. Did you ever make a statement to any of the passengers on board on this voyage that you were to receive five hundred dollars in case you brought the vessel through without a scratch?

Judge DuBOSE.—Object to that for the reason that if he had it would have been good business, and *and* wouldn't affect the liability of the corporation.

A. Then I decline to answer.

Judge DuBOSE.—Then you can answer the question. (Question read.)

A. Through without a scratch.

Q. Without damage?

A. Yes, it is the way you put it; I don't know—I want to be truthful—

Judge DuBOSE.—Tell the conversation.

A. It is just possible I may have made a statement to the passengers that Mr. Frank Waterhouse, for taking care of his ship and not running into any insurance scrape during the season, no, not for this trip, for the whole season, without any claim of damages, I was to get five hundred dollars of a bonus.

Q. Was your ship damaged in any way on this voyage? A. Yes, certainly.

Q. Where were you when this damage occurred?

A. I was laying still, with my engines stopped,



(Deposition of Captain C. G. Conradi.)

watching the 'Thetis' and 'Beechley' going into the ice pack, and while lying there, watching their operations one of these bergs just lying near there tumbled over and broke as it turned over and a piece of it shot alongside [594] and gave me a knock.

Q. How far was the berg away from you?

A. I don't know.

Q. Approximately?

A. We were lying in the slack, we were, say, a hundred feet away.

Q. A hundred feet away?

A. Yes. Of course, I don't know, exactly.

Q. This piece of ice broke off from the berg and came scuttling towards the vessel? A. Yes.

Q. Where did it strike?

A. It struck the ship just below the navigating bridge at the water-line.

Q. How large a piece of ice was it?

A. Oh, about the square of that carpet, I should judge.

Q. A piece of ice about 8 by 12?

A. That is more than that.

Q. Well, then, 9 by 12?

A. Say 9 by 15, probably. I am not holding myself to these measurements; I never measured it.

Q. Your vessel at that time was not under way?

A. Lying still.

Q. Drifting, not at anchor?

A. Drifting, not at anchor. The engines had been stopped for some time; we were lying still watching the operations of the 'Thetis' and the 'Beechley' in the pack.

(Deposition of Captain C. G. Conradi.)

Q. And this was the damages caused to the vessel which you held your survey for at St. Michael?

A. Yes, sir.

Q. What damage, if any, was caused to your vessel by virtue of this piece of ice floating against you?

A. I prefer to produce the survey and the protest; I think [595] it is worded there exactly what took place.

Q. As near as you recall?

A. The damage was done by striking the plate, made a crack about 14 inches long in one of the plates.

Q. On what side?

A. On the starboard side just beneath the navigating bridge at the water-line.

Q. That was the opposite side to which the vessel was injured while commanded by Captain Brown in the spring of 1907?

A. I am not going into anything what Captain Brown had injured; so excuse me from that.

Q. I am trying to fix the place where the injury occurred.

A. Underneath the pilot bridge on the starboard side of the ship at the water-line is where it was.

Q. Do you know whether that was the same side of the vessel that was injured in 1907?

A. I didn't see the injury that was done to that ship last year, 1907.

Q. Do you know upon what side of the vessel the plates were injured in 1907?

A. I didn't see the plates taken out or put in and I do not know.

(Deposition of Captain C. G. Conradi.)

Q. Did you see the vessel in drydock?

A. No, sir, I joined the ship when she was complete and ready for sea, after all damage was repaired last year.

Q. By whom was the ship repaired, if you know, last year?     A. That I couldn't tell you.

Q. Where was she repaired, in Seattle?

Judge DuBOSE.—If you don't know you can say you don't know.

A. I don't know—I really don't know.

Q. You didn't take any water through this crack in this [596] plate?

A. You mean any leak through this crack?

Q. Yes.

A. Well, as soon or right after the collision with the ice took place a man stopped it up immediately with a pillow, it was in the steerage compartment, and a man jumped over there with a pillow against it, and she stopped it up, and we went to work and fixed it, it was close to water-line.

Q. The ship took no water at that time?

A. Yes, she took a little.

Q. How much?

A. Oh, it didn't get a chance to wet her much; it was right on the water-line, and if a few passengers had gone to one side of the ship it would bring it up above water.

Q. You filed a protest upon arriving in this port?

A. Yes, sir. Filed a protest at Dutch Harbor.

Q. Did you extend your protest here?

A. No, sir.



(Deposition of Captain C. G. Conradi.)

Q. Was there a protest filed in this port?

A. The protest that we noted in Dutch Harbor was *vised* there in the Custom Office and instructed to bring it on here and we have filed it in Nome.

Q. Do you know whether or not it has been filed in Nome?     A. I have filed it.

The COURT.—That portion with reference to filing the protest has already been read by Judge Fuller, so it is not necessary to re-read it.

(Reading from line 12, page 32.)

Q. Do you know when the 'Beechley' arrived in Nome?     A. No, sir, I was not in port.

Q. Do you know when the 'Thetis' arrived in Nome? [597]

A. No, sir, *K* was not in port.

Q. Do you know when the 'Senator' arrived in the port of Nome?     A. No.

Q. Now, referring back, will you kindly tell me when you passed the 'Umatilla'?

A. The very last time I saw the 'Umatilla'?

Q. Yes.

A. It would be about this point here.

Q. Point 4?     A. Between 4 and 5.

Q. And on what date?

A. That was on the 29th day of June that we last saw the 'Umatilla.'

Q. Do you recall when the 'Umatilla' left the port of Seattle with reference to your sailing date?

A. No, I don't know her sailing date.

Q. What other vessels on the Nome run left Seattle on the same date that you left?

(Deposition of Captain C. G. Conradi.)

A. I can't remember the names of the ships just now. The 'Senator' and the 'Victoria,' I believe, they left *on* on the same date, though I didn't see them.

Q. Do you know whether or not the vessel 'Ohio' was insured on this trip?

A. Yes, she was insured."

IT IS AGREED in open court that such portion of this deposition which refers to the request by Mr. Schofield that the witness chart the sailing courses on Voyage 18 may be stricken from this deposition.

(Resuming the reading of the deposition on page 34, line 3:)

"Q. Now, *cpatain*, kindly designate on this chart where you met the 'Thetis' in company with the 'Beechley.' [598] Q. About in here.

Q. Point 5?

A. I think that is what you marked point 5.

Q. Designate at which point you were lying on thr 10th of July when the 'Thetis' picked you up on that date. A. Point 7.

Q. How long were you sailing from the time you went to anchor at point 7 until casting anchor at Nome following the 'Thetis' in?

A. Twenty-four hours, about.

Q. You had no trouble in sailing in at that time?

A. Oh, yes, the usual trouble getting through floating ice or slack ice, as we call it, that is the open ice away from the main pack.

Q. You met the ordinary and usual conditions that steamers are apt to meet departing from the port of



(Deposition of Captain C. G. Conradi.)

Seattle to the port of Nome on the first sailing, referring now to the time that you actually came in behind the 'Thetis'?

A. No, far different; quite different.

Q. Your vessel sustained no injury from the time the 'Thetis' picked you up and you followed her into the port of Nome?

A. I am not quite sure about that; that may develop itself.

Q. You were lying an anchor I *believe* you stated when the 'Thetis' hailed you? A. Yes.

Q. How long had you been lying at anchor at that point marked 7 on the map?

A. For the night; during the night.

Q. How many hours?

A. A number of hours from the time I anchored until I [599] got under way, until the 'Thetis' spoke me, it must have been 12 hours.

Judge DuBOSE.—What date was that?

A. On the 10th of July. On the 9th day of July we lifted anchor at 9:30, down again at 10; in the afternoon it was 1:30 and down again at 3:20, at 3:20 the following morning—that was 12 hours she was at anchor on that last anchorage.

Q. How far were you at the ice at that time?

A. About two miles, I guess; a mile and a half or two miles.

Q. How far were you from the pack at that time?

A. This was a point of the pack that I refer to. You understand the pack was made up of bays and points."



(Deposition of Captain C. G. Conradi.)

(Omitting from this point to page 40, line 29.)

(Read:)

“Q. How many times did you consult the steerage passengers with reference to putting them on two meals a day?

A. I didn't consult anybody in regard to two meals a day.

Q. You did that, feeling that your food supply might run short, in case you were detained another 20 or 30 days in the open sea?

A. Well, that was the idea.

Q. When for the first time did you know that vessels had reached Nome in safety bound on the same voyage upon which you sailed?

A. The first news I got of vessels getting into Nome was when the 'Thetis' came out to show me the way in.

Q. What vessels, if any, did the 'Thetis' inform you had arrived in Nome?

A. I don't recall the names just for the moment; I think the captain of the 'Thetis,' the way he put it to me was that a number of the ships had arrived at Nome; I do [600] not think he signified any.

Q. What orders, if any, did the captain of the Revenue Cutter 'Thetis' give you when she intercepted you at anchor on the 10th of July?

A. No orders whatever.

Q. Did he board you?      A. No, I boarded him.

Q. At whose request did you board him?

A. My own.

Q. Did he hail you?      A. No, I signalled him.

(Deposition of Captain C. G. Conradi.)

Q. You signalled him? A. Yes.

Q. There was a fog at that time?

A. No, just at that time it was clear.

Q. How far was his vessel from *you* when you signalled him?

A. I don't know just how far he would be from me, my ship; I was aboard the 'McCulloch' at that time, and we flagged him aboard the 'McCulloch' for him to come close off.

Q. How long had you been aboard the 'McCulloch' when the 'Thetis' arrived?

A. Probably an hour or something like that.

Q. The 'McCulloch' had just come up by way of Dutch Harbor?

A. Oh, no; he and the 'Thetis' had been together in the ice two or three days.

Q. The 'Thetis' at that time had been to Nome?

A. Yes.

Q. And had come out looking for your vessel, had she not? A. Yes.

Q. You received no orders of any kind from *with* the 'McCulloch' or the 'Thetis' with reference to proceeding on your voyage to Nome with the United States mail? [601]

A. No, sir; they had no orders to give me, and another thing, they weren't in a position to give me orders, and the men knew that, I guess; they had no jurisdiction.

Q. Neither the master of the Revenue Cutter 'Thetis' nor the master of the Revenue Cutter 'McCulloch' informed you at that time, to wit: July 10th, that

(Deposition of Captain C. G. Conradi.)

unless you proceeded to Nome at once on your voyage they would take charge of the mail and take as many passengers as they could and put your vessel in charge of an officer at anchor, and proceed with the mail and passengers to Nome?      A. No.

Q. And of that you are absolutely positive?

A. Yes, sir.

Q. No such order or orders of like import were given to you?

Q. You say of like import. I will make a little explanation. Mr. McManus was introduced to me as the inspector of the postoffice up here. He asked me if I was going in. I told him I was thinking of following the 'Thetis' since he had been able to get in. I told him that we would hand him over the mail if he would give me a receipt for it. He says, 'If you are going to follow us up it is not necessary.' So that from that I judged that if I was not going to follow them in they would ask me to deliver the mail, but as to any orders given to me as to taking the mail, there was no orders given me.

Q. There was nothing said as to taking the passengers off your boat and bringing them in?

A. No, sir.

Q. Of that you are positive?      A. Yes. [602]

Q. When you arrived at the point approximately south 30 miles of Sledge Island, why did you not proceed to Nome rather than take the back course to Dutch Harbor?

A. I didn't take the back course to Dutch Harbor from that position.



(Deposition of Captain C. G. Conradi.)

Q. When you arrived at the point approximately 30 miles south of Sledge Island, why did you not proceed to Nome? A. The ice barrier prevented me.

Q. Did you consult with the inferior officers of your ship prior to turning back? A. No.

Q. Did they make any objections to turning back at that time? A. No, they knew better.

Q. You considered, then, from your answer, Captain, that the master is the sole arbitrator of the situation, regardless of conditions, and is not in duty bound in extremists or otherwise to consult his inferior officers?

A. I consider myself master of the ship.

(Question read.)

A. The master is not in duty bound to consult anybody.

Q. And you felt at no time on this voyage that it was necessary to consult them with reference to conditions in navigating your vessel?

A. I never was in a position to need to ask anybody.

Q. You mean on this voyage, or generally, while you have been a master mariner?

A. While I have been a master mariner.

Q. Which includes the voyage in question, I presume? A. Yes, sir.

Q. Were the relations between yourself and your passengers [603] at all times friendly?

A. Yes, I always considered them so until I arrived here and this libel was filed on me.

Q. I will ask you if, at any time on the voyage you

(Deposition of Captain C. G. Conradi.)

threatened to put any of them in irons?

A. No, sir; it never came to that.

Q. Your relations with the passengers in the steerage compartment were friendly at all times?

A. Yes, sir.

Q. I will ask you if at any time in any manner or way you threatened any steerage passenger or remarks they may have made on this voyage?

A. I had *question* to have one man brought into my room and I read the riot act to him, but the passengers didn't know anything about that; we do those things quietly; we don't do it in public.

Q. Did you go into the steerage compartment of the vessel publicly and make any threats or reprimands generally or any of them individually at any time on the voyage? A. No, sir.

Judge DuBOSE.—I would like them to fix the time and date. Object to the question for that reason.

Q. After returning from Dutch Harbor on your voyage in Bering Sea? A. No, sir.

Q. Who was on the bridge, if you recall, when the vessel was injured from the breaking off of a piece of ice from the floe?

A. Chief officer and third officer.

Q. Where were you at that moment?

A. Looking at the ice strike the ship from the lower deck or main bridge, we call it. [604]

Q. You know *nothing* whatever of your own personal knowledge regarding the plate, the outer plate of the 'Ohio' at or below the water-line? I refer now to the ship's structure.



(Deposition of Captain C. G. Conradi.)

A. They are in good condition.

Q. Did you ever inspect them?

A. I have had a look through her several times.

Q. Did you ever test them?

A. She was tested and fully inspected by the Government Inspector in Seattle before we left on this trip; we have the certificate on board now in its proper place.

Q. I refer to you personally?

A. From what I saw of it myself I believe it to be in good condition; I would not have been there otherwise.

Q. All you know personally is what you saw from the inside on your look around in the ship?

A. I have been around the ships several time. We do not sail without looking over the ship. That is about the first thing a master does it to look around, take a good look around.

Q. All you done was just to look around?

A. I hadn't bored her or tested the plates in any way.

Q. When was the ship built, by the way?

A. I never saw the date when the ship was built, because her register has been changed several times, when she changed hands, so that the date when she was built doesn't appear on the present register.

Q. You were not present when she was repaired in Seattle?

A. No, sir; we have a port captain for that.

Q. Do you know who the port captain is for the White Star line, was, in 1907?      A. Yes. Jordison.



(Deposition of Captain C. G. Conradi.)

Q. Do you know whether Captain Jordison had charge of the repairs? [605]

A. He had the superintending of the ship. When I arrive in Seattle with the ship I go home and turn it over to the port captain until she is ready for sea, and then he turns it over to me.

Q. Did you make any attempt on this voyage to go to the westward of St. Lawrence Island?

A. I couldn't make any attempt because it was all packed with ice. From our most westerly position when we arrived up the first day and got to a most northerly point it was just a solid pack; I received a visit from the 'Transit,' the ship I supplied with provisions, and in asking then where they had been they said they had been within 15 miles of Kings Island, and that it was simply solid from there, and that they couldn't get through.

Q. What ship was that?

A. The 'Transit'; she was then coming down towards my position with intentions of having a look to the eastward where I had come from.

Q. You gave the 'Transit' some meat?

A. I supplied him with one ton of fresh meat.

Q. I believe you testified that you didn't ask for any flour?

A. I didn't require any at that time; that was early in the voyage.

Q. Then you met the 'Thetis' and he asked you where you had been for four or five days, and did you not report that you had been to Dutch Harbor for provisions? A. Yes.

(Deposition of Captain C. G. Conradi.)

Q. I will ask you if at that time the master of the 'Thetis' didn't say to you, 'You knew I had plenty of flour on board; why did you go to Dutch Harbor for flour?' [606]

A. I wanted more than flour or I never would have gone to Dutch Harbor.

Q. You wanted coal and water?

A. I wanted a general stock of provisions.

Q. What general stock of provisions outside of flour did you take?

A. I took ten days' provisions, full service, in Dutch Harbor; that is what I bought.

Q. Have you a list of the provisions that you bought at Dutch Harbor?

A. Yes, my steward can give that to you.

Q. Will you produce that, Captain, as a part of your deposition? A. Yes, I can produce that.

Q. Was it or is it not true that the master of the 'Thetis' made that remark to you asking why you didn't call on him for provisions?

A. He did say something to that effect because he saw me getting flour from the 'McCulloch' while he was in company with me.

Mr. SCHOFIELD.—I think that is all.'

Mr. SCHOFIELD.—The remainder of the deposition has already been read in evidence, I think, your Honor.

It is agreed in open court that the whole of the deposition of C. G. Conradi may be considered as read and in evidence. [607]

Mr. SCHOFIELD.—I desire to offer in evidence

at this time the chart which was made by Capt. Conradi and attached to his deposition.

The COURT.—It may be received in connection with the deposition.

Mr. SCHOFIELD.—In connection with these bills of fare which have been offered and received, if your Honor thinks it necessary I would like to call witnesses to show that they were not served at table with the food that is shown on these bills of fare; also, to show what the quality of the food was.

The COURT.—You have already covered that in your direct examination of the several libelants, and the respondent simply met your proof on that point. It does not seem to me that it would be proper to re-offer the same line of proof.

Mr. SCHOFIELD.—Very well, your Honor. We are satisfied. We rest.

Libelants rest.

Testimony closed.

[Endorsed]: #110-A. Vol. 2. Filed in the Office of the Clerk of the District Court of Alaska, Second Division, at Nome. Jan. 13, 1912. John Sundback, Clerk. By ———, Deputy. [608]



## Libelants' Exhibit 1.

LIST OF VESSELS ENTERED AT THE PORT OF NOME, ALASKA, DURING MONTHS OF JUNE AND JULY, 1908, PORTS FROM WHICH SAID VESSELS SAILED, DATE OF SAILING, AND DATES THEY CLEARED PORT OF NOME WITH DESTINATION OF EACH VESSEL.

Name of Vessel. Built of:	Tons.	Sailed from with Date Sailing (1908).	Arrived in Nome (1908).	Cleared from Nome (1908).	Destination
CORWIN—wood	239	Seattle May 9, 1908	June 3, 1908		
VICTORIA—Iron	2112	Seattle June 1, "	June 15, 1908	June 18	Seattle
OLYMPIA Iron	1730	Seattle May 30, "	June 15		
SENATOR—Iron	1835	Seattle June 1, "	June 16	June 20	Seattle
NORTHWESTERN—Iron	2324	Seattle June 4, "	June 18	June 24	Seattle
YUCATAN—Iron	2317	San Francisco June 1, 1908	June 18		
STANLEY DOLLAR	955	Seattle June 7, "	June 21		
UMATILLA—Iron	2168	Seattle June 4, "	June 21	June 23	Seattle
MONTARA—Iron	1695	Seattle June 11, "	June 24	June 27	Juneau
ELIHU THOMPSON (Iron)	448	Tacoma May 29, "	June 26		
Barge DASHING WAVE— wood—In Tow	941	Tacoma May 29, "	June 26		
W. S. PORTER—Iron	3524	Monterey June 3, "	June 27		
St. HELENS	779	San Francisco June 9, "	July 9	July 10	San Francisco
MACKINAW—Iron	2005	Seattle June 22, "	July 9	July 31	Seattle
OHIO—Iron—Via Unalaska	2072	Seattle June 1, "	July 11th	July 21	Seattle
Bk. W. B. FLINT	746	San Francisco May 11, "	July 15	July 21	Port An
NORTHWESTERN—Iron (Second Voyage)	2334	Seattle July 6, "	July 15	July 18	Seattle
UMATILLA—Iron (Second Voyage)	2168	Seattle July 6, "	July 15	July 18	Seattle
TRADER—Wood	9	Seattle May 19, "	July 16		
EDITH—Iron	1495	San Francisco July 3, "	July 25	July 26	Seattle
VICTORIA—Iron (Second Voyage)	2112	Seattle July 17, "	July 25	July 31	Seattle

**Claimant's Exhibit "J #1."**  
**(COPY)**

City of Nome,  
District of Alaska,  
United States of America,—ss.

On this the 15th day of July, A. D. 1908, before me, T. M. CLOWES, a notary public in and for the District of Alaska, duly commissioned and sworn, personally came JOHN TRUEBRIDGE, Master of the Steamship 'NORTHWESTERN,' of the burthen of 3496 tons or thereabouts, laden with general cargo, and says that he sailed from the port of Seattle, Washington, on the 6th day of July, 1908, bound for the ports of Nome and St. Michael, Alaska. On July 9th, 1908, about 1:30 A. M. a heavy sea and southwest gale overtook the ship, and she shipped water heavily, and the storm and water smashed in the main deck port forward on the port side. Thereafter heavy seas and strong northwest winds continued until 6 P. M. on the 9th day of July, 1908, at latitude 62 N., longitude 167—44 west. All went well from then until July 14th, 1908, when the said ship was about 40 miles southwest of Nome, when she encountered scattered ice and thick fog, and the vessel's speed was reduced one-half. At 8:45 P. M. on July 14, 1908, the ship encountered heavy ice and scattered ice and continued to work through it slowly. Some of these icebergs appeared broadsides and pressed on the vessels sides. This continued until 1 A. M. of the 15th of July, 1908, when the vessel reached open water and proceeded to the Port of Nome, arriving there at 3:42 A. M. on the morning of July 15, 1908, but fear-

ing damage, said master enters his protest in due form of law.

JOHN TRUEBRIDE,  
Master.

Before me,

T. M. CLOWES.

[Endorsed]: Note of Protest. S. S. "Northwestern." Filed July 20, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Claimant's Exhibit "J-2." August 9th, 1911. John Sunback, Clerk. T. M. Reed, Deputy.

[Endorsed]: 110-A. Crooks et al vs. S. S. "Ohio." Exhibit "J-1." [610]

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**Claimant's Exhibit "J-2."**

(COPY)

**NOTE OF PROTEST.**

United States of America,  
District of Alaska,  
Subport of Nome,—ss.

On this 22nd day of June, 1908, before me, O. D. Cochran, a Notary Public in and for the District of Alaska, residing at Nome, in said District, duly commissioned and sworn, personally came H. H. BODFISH, Master of the Am. St. S. "William Baylies" of New Bedford, of the burthen of 291 net tons or thereabouts, laden with stores and whaling gear and saith that he sailed from San Francisco, California, in the United States, upon the third day of March, 1908, bound on a whaling voyage to the Arctic Ocean,



and that upon Friday, the fifteenth day of May, 1908, while tied to the floe ice about 75 miles N.E.E. of Cape Thaddeus, Siberia, working northward towards Bering Straits, when a gale came up from N.E.E., driving floe into shore pack, crushing the vessel, she sinking within fifteen minutes causing a total loss of the vessel with stores and whaling gear; that the officers and crew of said vessel were rescued by the Am. St. S. "Bowhead" and brought to the port of Nome, Alaska, arriving at said port June 21, 1908, wherefore the said Master enters his protest in due form of law with the privilege of extending the same.

(Signed) H. H. BODFISH,

Master of Am. St. S. "William Baylies."

Entered before me,

[Seal]

O. D. COCHRAN,

Notary Public in and for the District of Alaska, Residing at the Subport of Nome.

[Endorsed]: Note of Protest. Am. St. S. "William Baylies." Filed June 22, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Claimant's Exhibit "J-1." August 9th, 1911. John Sunback, Clerk. T. M. Reed, Deputy.

[Endorsed]: 110-A. Crooks et al. vs. S. S. "Ohio." Exhibit "J-2." [611]

*In the District Court for the District of Alaska,  
Second Division.*

No. 110—IN ADMIRALTY.

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Corin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. George Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Thelstrup, Chas. Spannan, Geo. McClanahan, J. C. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmict, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannen, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melin-



der, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Bkberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland Ged. Gold, Fred Whist, Henry Ross, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. McLander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukiach, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Outlet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Jouis Seltzer, Max. Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Outlet, James Rice, John Duguid, John A. Gardner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, [612] Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl,



Kunpe Okabe, John Curson, Aloys Kallfeby,  
Mato Jovovich, Miho Tapovich, F. Mairnehi,  
P. F. Grenne, J. Lundquist, James Scales,  
Wm. F. Tasker, Ada P. Tasker, P. S. Bodin,  
Mrs. P. S. Bodin, Alfred Elsliger, Fred Lar-  
sen, Lawrence S. Kerr, J. W. Taylor, John  
Potee, M. A. Loudon, J. F. McCulloch, C. J.  
Leeds, J. P. Bush, C. F. Ashford, E. A. Fox,  
G. M. Ashford, A. N. Casey, M. M. Cather and  
Chas. Estmere,

Libelants (Appellee),

vs.

Steamship "OHIO," Her Engines, Boilers, Machin-  
ery, Tackle, Apparel and Furniture,

Respondent,

and the

WHITE STAR STEAMSHIP COMPANY,

Claimant, Appellant.

**Order Enlarging Time for Filing Apostles on Appeal.**

It duly appearing to the undersigned Judge of the District Court aforesaid, for a good and sufficient cause shown, that it is impracticable for the clerk of this court to prepare and transmit to the United States Circuit Court of Appeals for the Ninth Circuit, and to be caused to be filed in the office of the clerk of said court at San Francisco, California, the apostles on appeal to said court lately taken by the above-named appellant, the White Star Steamship Company, from the final decree rendered by this court in the above-entitled cause, on or before the return day of the citation issued this day upon said

appeal it is ORDERED that the time [613] prescribed by the rules of said United States Circuit Court of Appeals for the Ninth Circuit, within which the apostles on appeal shall be filed in the office of the clerk of said court, at San Francisco, California, be and it is hereby enlarged until and including the 15th day of April, 1912.

Dated at Nome, Alaska, this 24th day of January, 1912.

CORNELIUS D. MURANE,  
Judge of the District Court, District of Alaska, Second Division.

[Endorsed]: Original. In Admiralty—No. 110. In the District Court, District of Alaska, Second Division. C. C. Crooks et al. vs. Steamship "Ohio" et al. Order Enlarging Time for Filing Apostles on Appeal. Filed in the Office of the Clerk of the District Court of Alaska, Second Division, at Nome. Jan. 24, 1912. John Sundback, Clerk. By \_\_\_\_\_, Deputy. Vol. 9, Orders and Judgments, p. 242. [614]

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*In the District Court for the District of Alaska,  
Second Division.*

No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tacklem, Apparel and Furniture, and the  
WHITE STAR STEAMSHIP COMPANY,  
Respondent.

**Stipulation [Re Testimony, etc.].**

IT IS HEREBY STIPULATED between the parties to the above-entitled action, that the annexed and foregoing copy of the stenographer's transcript of the testimony and proceedings had on the trial of said cause, before the District Court aforesaid, containing 565 pages, consists of the whole testimony given and other proceedings on the trial of said cause and all depositions read in evidence, and all exhibits except exhibit "M," attached to the deposition of C. G. Conradi, being a marine chart and showing thereon the courses of the steamship "Ohio," and that the same, together with said exhibit, comprises all the testimony and other proofs adduced in said cause.

Dated at Nome, Alaska, this 29th day of January, 1912.

GEO. D. SCHOFIELD,

Proctor for Libelants.

T. M. REED,

Of Proctors for Claimant and Respondent. [615]

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*In the District Court for the District of Alaska,  
Second Division.*

No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the  
WHITE STAR STEAMSHIP COMPANY,  
Respondent.



**Stipulation [for Transmission of Chart Exhibit].**

IT IS HEREBY STIPULATED AND AGREED, by and between the proctors for the libelants and claimants, that the chart attached to the deposition of C. G. Conradi, in the above-entitled cause, and being an original exhibit, shall be transmitted to the Circuit Court of Appeals by the clerk of said court, in lieu of a copy thereof, for the reason that no copy of said chart can be obtained in the City of Nome at the present time.

Dated at Nome, Alaska, this 26 day of January, 1912.

GEO. D. SCHOFIELD,  
Proctor for Libelants.

T. M. REED,  
Of Proctor for Claimants.

[Endorsed]: No. 110. In Admiralty. In the District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. Steamship "Ohio," etc., and the White Star Steamship Company, Claimant. Stipulation. Filed in the Office of the Clerk of the District Court of Alaska, Second Division, at Nome. Jan. 27, 1912. John Sundback, Clerk. By \_\_\_\_\_, Deputy. C. [616]

*In the District Court for the District of Alaska,  
Second Division.*

No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamshio "OHIO," Her Boilers, Engines, Machin-  
ery, Tackle, Apparel and Furniture, and the  
WHITE STAR STEAMSHIP COMPANY,  
Respondent.

**Order [Directing Transmission of Chart Exhibit].**

It appearing to the Court that it is impracticable to secure at the present time, a copy of the marine chart of Bering Sea, attached to the deposition of C. G. Conradi, and proctors for the respective parties hereto having stipulated to that effect,

IT IS ORDERED that the original exhibit attached to the deposition of C. G. Conradi, showing the courses of the steamship "Ohio" in the months of June and July, 1908, and being a marine chart of Bering Sea, be transmitted to the Circuit Court of Appeals of the Ninth Circuit and be incorporated as part of the apostles on appeal therein instead of any copy thereof.

CORNELIUS D. MURANE,

District Judge.

[Endorsed]: No. 110. In Admiralty. In the District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. Steamship "Ohio," etc., and the White Star Steamship Company, Claim-

ant. Order. Filed in the Office of the Clerk of the District Court of Alaska, Second Division, at Nome. Jan. 29, 1912. John Sundback, Clerk. By ———, Deputy. Vol. 9, Orders and Judgments, p. 245. [617]

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*In the District Court for the District of Alaska,  
Second Division.*

No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the  
WHITE STAR STEAMSHIP COMPANY,  
Respondent and Claimant.

**Assignment of Errors.**

Now comes the White Star Steamship Company, claimant of the steamship "Ohio," her engines, boilers, machinery, tackle, apparel and furniture, and submits the following assignments of error upon which it relies upon the appeal lately taken from the final decree entered in favor of libelants in the above-entitled cause against the claimant, by the District Court of Alaska, Second Division, and filed in the office of the clerk of said court on the 11th day of November, 1911, to wit:

I.

The District Court erred in admitting any evidence as to the quality of the provisions supplied the



passengers on the voyage in question, over the objection of the proctor for claimant, in that the same was not within the issues raised in the pleadings, and was for the first time testified to at the final hearing when there was no opportunity to rebut the same. [618]

## II.

The District Court erred in denying the motion of respondent and claimant to dismiss this action as to all libelants except libelants Lawrence S. Kerr, Mrs. C. C. Crooks, W. A. Boyce, Hugh Beveridge and Samuel Kean, which said motion was submitted by the proctor for respondent and claimant at the conclusion of the testimony of libelants, and is as follows:

Mr. FULLER.—On behalf of the claimants at this time I ask that the libel be dismissed as to all the libelants except those who have appeared in this cause, to wit: Lawrence Kerr, Samuel Kean, Mrs. A. N. Casey, Mrs. Crooks, Captain Beveridge and W. A. Boyce. There has been no proof offered as to any damages sustained by any of the libelants except those I have just named, nor in fact in regard to any contract with the steamship ‘Ohio’ for transportation of any of the other libelants.

(Argument.)

“By the COURT.—The motion to dismiss the libel is denied.”

## III.

The District Court erred in finding as set forth in finding No. 4 of its findings of fact and conclusions of law of record in said cause, which said finding is as follows: “That said vessel [referring to the steam-

ship 'Ohio'] was unseaworthy upon the date of the commencement of said voyage, and during said voyage was incapable of making said voyage in the usual, ordinary and customary way, time and manner of other vessels of like class on said run, in that the plates in the hull of said vessel, at and near her water-line, were old, brittle, scaled and thin, and on that account said vessel was not a seaworthy vessel on said voyage on said run capable of coping with the usual and ordinary ice conditions met with in Bering Sea by vessels sailing from Seattle to Nome in the [619] month of June, all of which the owners, officers and agents of said vessel at all times well knew, at and prior to the sailing of said vessel from Seattle, and during said entire voyage, and of which said facts libelants were wholly unaware at the time of embarking on said voyage," for the reason that said finding is not supported by any competent testimony, but, on the contrary, the preponderance of the evidence submitted in said cause was that the said vessel was at all times mentioned, staunch, tight and seaworthy, and her plates were of excellent kind, character and quality.

#### IV.

That the District Court erred in finding, as set forth in subdivision (a) of finding No. 4 of its findings of fact and conclusions of law of record in said cause, wherein said Court found that said vessel was struck when not under way, "but drifting," by the top of a cake of floating ice, which toppled off of the main cake, and drifted against the side of said vessel, striking said vessel at or below the water-line, and



without any appreciable jar and by the impact, cracked one of the plates of said vessel for about fourteen inches in length, and that said cake of ice was insufficient within itself to do any damage whatever to a seaworthy vessel on said run," in that said finding is not supported by the evidence, but, on the contrary, the evidence shows that said vessel was at anchor, and said cake of ice about nine by fifteen feet in size and from two to three feet out of the water, and the same struck the side of the vessel when anchored, with such force as to jar the whole ship and was of sufficient weight, and the blow of such force, as to damage any vessel.

V.

That the District Court erred in finding as set [620] forth in its finding No. 5, which said finding is as follows: "That the owners, officers and agents of said vessel at and prior to the sailing of said vessel on said voyage, well knew that all vessels sailing from Seattle to Nome on first sailings departing from Seattle on or about June first in any given year, usually, ordinarily and customarily are obliged to meet with and cope against floating ice in Bering Sea prior to arriving at the sub-port of Nome, and that ordinarily and usually the running time on that account is extended over the usual and customary running time of ten days on other sailings an additional five days, making the usual and customary running time on first sailings between Seattle and Nome approximately fifteen days, and that on that account it is usual and customary on such first sailings between said ports on the voyage to Nome to



provision the vessel for at least an additional ten days' allowance of provisions for all passengers on board over and above the necessary and required provisions for a fifteen days' voyage, all of which the owners, officers and agents of said vessel well knew, at and before the sailing of said vessel on said voyage.

#### VI.

The District Court erred in finding as set forth in subdivision (a) of finding No. 5, which finding is as follows: "That on said voyage on first sailings between said ports vessels should be provisioned with at least a twenty day allowance in addition to the required amount of provisions necessary for a fifteen days voyage," for the reason that the same is not borne out by the evidence.

#### VII.

That the District Court erred in finding as set forth in finding No. 5, subdivision (b), that the owners, officers [621] and agents of said vessel provisioned said ship estimating for only five hundred persons for ten days' running time to Nome, and two hundred on the return voyage, and that the provisioning of the said ship on the first sailings and on the voyage in question, was grossly inadequate under usual, ordinary and customary conditions, in that said finding is not supported by the evidence aduced in said cause.

#### VIII.

That the said District Court erred in finding as set forth in subdivision (c) of finding No. 5, which said finding is as follows: "That the ship's provisions run short on the 17th or 18th day of June, 1908, and Cap-

tain Conradi, master of said vessel, ordered and directed the steward of said vessel to put all passengers on short rations of two meals each day, and all passengers on said vessel were put on short rations of two meals per day for over one week, which was without cause or justification," which said finding is not supported by the evidence in that said evidence shows that there was no shortage of provisions on said vessel until on or about June 28th, and then only in flour, and the passengers were not put on rations of two meals per day until said 28th day of June, and the same was done by the master of said vessel at the request and after conversations with a number of the passengers, and when said vessel was about returning to Dutch Harbor to procure further provisions.

### IX.

The District Court erred in finding as set forth in finding No. 5, subdivision (e), and especially that part of said finding which reads as follows: "That said meats, when first brought up from the cold storage plant, were in prime condition, but that after hanging for a short space of time said [622] meats thawed out and became unfit for food; that said libelants were compelled to eat said meats after the same became unfit for food, and said meats were served upon the table after spoiling in the sun, and to such extent putrid as to cause many of the passengers to become sick from eating thereof, including some of libelants. That the officers and agents of said vessel on said voyage required all meats thus brought out of cold storage to be wholly consumed by libelants, and other passengers, before bringing up a



fresh supply, and that oftentimes said meats were tainted and unfit for food, but that libelants and other passengers were compelled to eat such tainted meats or go hungry on said voyage, all of which was without any excuse or justification whatever, and was caused solely by the gross carelessness and neglect of the officers and agents of said vessel on said voyage," which said finding is not within the issues defined by the pleadings in this cause and is wholly unsupported by the testimony submitted on the trial of the cause.

### X.

The District Court erred in finding as set forth in finding No. 5, subdivision (f) of its finding of facts and conclusions of law, which said finding is as follows: "That said vessel run short of flour on said voyage, and libelants and other passengers went days at a time without bread, but that said vessel during said time spoke other vessels and was in company with the revenue cutter 'Thetis' and 'McCullough' during a part of said time, and could have secured flour from said cutters, and such other provisions as said vessel needed to complete said voyage, but that the officers and agents of said vessel carelessly and negligently neglected to secure flour and other provisions necessary for the comfort and accommodation of libelants on said voyage without any just cause therefor," [623] for the reason that the same is not borne out by the evidence submitted at the trial of said cause.

### XI.

The District Court erred in finding as set forth



in finding No. 5, subdivision (g) of its findings of fact and conclusions of law, which said finding is as follows: "That the supply of food furnished libelants on said voyage for the space of over one week was insufficient in quality and unwholesome in quality for human consumption, and caused said libelants great discomfort and many of them suffering, and was in violation of the contract of carriage of said libelants, and was without excuse or justification," in that said finding is against the preponderance of the testimony adduced on the trial of said cause.

## XII.

The District Court erred in finding as set forth in finding No. 5, subdivision (g) of its findings of fact and conclusions of law, as follows: "That libelants complained in writing to the master of said vessel on account of insufficient and unwholesome food on various occasions, but that no effort was made by the officers of said vessel to correct said abuse," which said finding is not supported by any competent evidence.

## XIII.

That the District Court erred in finding as set forth in finding No. 6 of its findings of fact and conclusions of law, and which said finding is as follows: "That the master of said vessel failed, neglected and refused to attempt to bring said vessel into the subport of Nome, Alaska, in the usual, ordinary and customary manner as other vessels of like class [624] were brought to said port on similar sailings on a like voyage between said ports between the same dates, and that the owners and agents of said vessel

had instructed said master prior to sailing to under no conditions take said vessel through the ice floes of Bering Sea on said voyage, well knowing on said sailing that said vessel would, under ordinary and customary conditions, meet with and be obliged to cope against floating ice floes in Bering Sea on said voyage, before reaching the sub-port of Nome, where said libelants were to be safely landed under said contracts of carriage, and that said master of said vessel, in carrying out the instructions of said owners and agents, violated said contracts of carriage in this, to wit: (a) That said master caused said vessel to ride at anchor for days at a time in an open sea in calm weather and out of sight of the ice floes of Bering Sea, and made no attempt whatever to bring said vessel into port, while other vessels on the same voyage, and meeting with like conditions, made said port and returned to Seattle. (b) That the master of the revenue cutter 'Thetis,' on the 27th day of June, 1908, then being in company with the said steamship 'Ohio,' informed the master of said steamship 'Ohio' of an open lead between the ice floes and Bering Sea extending to Nome, and offered to pilot said steamship 'Ohio' to Nome, and the master of said steamship agreed to follow said revenue cutter to Nome, then being only twenty hours' sailing time from said port, but that said steamship 'Ohio,' then following about five miles astern of said revenue cutter, when within about four miles of the ice floes in Bering Sea, turned about and without cause, steamed in an opposite direction from the port of Nome, while said Revenue Cutter 'Thetis'



came direct to the port of Nome through said known open lead between the ice floes aforesaid and that had said steamship 'Ohio' followed said Revenue Cutter 'Thetis' into port, she would have arrived on the morning of July 2d, 1908, and that had said steamship followed said revenue cutter into port when notified [625] of said open lead, on the 27th day of June, 1908, said steamship would have arrived in Nome on the 1st day of July, 1908, instead of on the 11th day of July, 1908. That thereafter, on the 9th day of July, 1908, said Revenue Cutter 'Thetis' sailed from the port of Nome in search of said steamship 'Ohio,' sailing through said open lead aforesaid, and on the 10th day of July, 1908, found said steamship 'Ohio' anchored in an open sea in calm weather fully twenty miles from the ice floes of Bering Sea, and about twenty hours' sailing time from the port of Nome, and where said vessel had been lying at anchor for more than twelve hours; that the master of said Revenue Cutter 'Thetis' thereupon informed the master of said steamship 'Ohio' that unless said steamship 'Ohio' followed said revenue cutter into the port of Nome, that said revenue cutter would take the United States mail and such of the passengers as said revenue cutter could carry, and transport the same to Nome, whereupon said steamship 'Ohio' did follow said revenue cutter through said open lead aforesaid to the port of Nome, where said vessel arrived on the 11th day of July, 1908. That the master of said steamship 'Ohio' was either grossly incompetent or acted in utter disregard of the rights of libelants in carelessly and negligently failing and re-



fusing without any cause whatever, to follow the revenue cutter into the port of Nome on June 27th, 1908, and arriving in said port ten days prior to her final arrival thereat. (c) That the failure and refusal of the master of said steamship 'Ohio' to follow said Revenue Cutter 'Thetis' into port on the 27th day of June, 1908, through said open lead was in violation of the carriage contracts with libelants to transport them to Nome in the usual, ordinary and customary time and manner of other vessels of like class on said voyage," in that said finding is contrary to the preponderance of the evidence adduced on the trial of said cause, and a large portion immaterial and not within the issues defined by the pleadings in said cause. [626]

#### XIV.

The District Court erred in finding as set forth in finding No. 8 of its findings of fact and conclusions of law, which said finding is as follows: "That each of said libelants should have been safely landed at the port of Nome at least ten days prior to the time said steamship 'Ohio' arrived in said port of Nome, and that there was no reason or excuse why said libelants should not have been so brought to said port and landed on the 1st day of July, 1908, instead of on the 11th day of July, 1908," for the reason that the same is against the preponderance of the evidence.

#### XV.

That the District Court erred in not finding from the evidence that on the 1st day of June and all dates subsequent thereto, mentioned in the pleadings in

said cause, the steamship 'Ohio' was a staunch, tight and seaworthy vessel, and properly officered and manned, and fully provisioned for the voyage from the port of Seattle to the port of Nome, for the number of passengers and crew taken on said vessel and carried on said voyage.

#### XVI.

The District Court erred in not finding that the ice conditions in Bering Sea during the month of June, 1908, were extraordinary and unusual in that a barrier of ice extended across the whole front of Seward Peninsula during the whole month of June, and which said barrier of ice was unusually thick, being largely composed of Arctic ice and not such as is usually encountered by vessels making the first voyage in the month of June to the port of Nome. [627]

#### XVII.

The District Court erred in not finding that the master of the steamship "Ohio" exercised due care and caution in not entering into the ice floes and packs of Bering Sea, and in not attempting to force the said steamship through said ice floes and packs.

#### XVIII.

The District Court erred in not finding that the master of said vessel exercised due and wise precaution in placing the passengers of said vessel on rations of two regular meals each day from the 28th day of June, 1908, to the 4th day of July 1908, when said vessel was returning to Dutch Harbor for further provisions.

#### XIX.

The District Court erred in not finding that the Revenue Cutter "Thetis," on the 28th day of June,



1908, was followed by the steamship "Ohio" to within view distance of the solid ice pack, and that the said Revenue Cutter "Thetis" entered the ice pack and was fastened therein for a space of twelve or more hours; and that while the said steamship "Ohio" lay at anchor watching said Revenue Cutter "Thetis," she was surrounded by floes of ice, one of which struck the side of said steamship "Ohio" and damaged one of the plates thereof, and that by reason thereof, and of the extraordinary conditions of the ice floes of Bering Sea at said time, the said master, exercising due discretion, returned to Dutch Harbor to secure further provisions before entering the ice floes, and in not finding that on the 9th day of July, 1908, after returning from Dutch Harbor, the said master of the steamship "Ohio" exercised due and wise precaution in not entering the ice floes in foggy weather. [628]

## XX.

The District Court erred in not finding from the testimony that if any unnecessary delay occurred in the arrival of the steamship "Ohio" at the port of destination on the voyage in question, such delay occurred through faults of navigation of said vessel, and that the libelants, by their express contract of carriage, were barred from claiming any damages by reason thereof, from said vessel or its owners.

## XXI.

The District Court erred in not finding from the testimony that each of the libelants were barred from claiming any damages against said vessel or the owners thereof, on account of shortage or in-



sufficient provisions furnished on said voyage, or for any other reason, because of failure to make complaint thereof in writing to the master or purser of said vessel within twenty-four hours after the damage or injuries occurred, as expressly covenanted in their several contracts of carriage.

## XXII.

The District Court erred in awarding unto the libelants damage in double the amount of fare paid for the respective tickets on said voyage, with interest at eight per cent. from June 1st, 1908, or any damage whatsoever; and in awarding damages to libelants C. C. Crooks, S. C. Adams, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike N. Goldman, Mrs. Etta Goldman, David T. Stoy, R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Cyrby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert [629] J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern,

Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norbeck, R. P. McDonald, Oscar Engstrom, L. T. Malerkey, M. Dannom, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Weding, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larsen, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Eston Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Outlet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fay Outlet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Muri-son, C. Carstens, H. Anderson, R. Wallace, J. Coke-



lody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mate Jovovich, Niho Tapovich, R. Mairmehi, P. F. Greene, J. Lundquist, [630] James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, J. W. Taylor, John Potee, M. A. London, F. J. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox. G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere, in that said last-named libelants did not appear at the trial of said cause, and the testimony submitted does not show that they or any of them were damaged.

### XXIII.

The District Court erred in awarding to Lawrence Kerr, W. A. Boyce, Hugh Beveridge, A. N. Casey and Samuel Kean, or either of them, any sum in addition to the general award, for damages, for the reason that there is no sufficient allegation of special damages in the pleadings and no testimony adduced in the record upon which to base any award to said libelants for special damages.

### XXIV.

The District Court erred in awarding to the proctors for libelants the sum of ten dollars for each libelant as a proctor's fee in said cause, for the reason that the same is excessive.

### XXV.

The District Court erred in decreeing to any of the first-class passengers the sum of one hundred and fifty dollars, or any other sum, and to any of the second-class passengers mentioned in said libel the sum of seventy dollars, or any other sum.



XXVI.

The District Court erred in entering a decree in [631] favor of the libelants, or any of them for damages for any sum whatsoever, and in not, upon the testimony, dismissing said libel at the costs of libelants.

F. E. FULLER and

T. M. REED,

Of Proctors for Respdt.

Due service of copy of above acknowledged this 26th day of January, 1911.

GEO. D. SCHOFIELD,

Proctor for Libellants.

[Endorsed]: No. 110. In Admiralty. In the District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. Steamship "Ohio," etc., and the White Star Steamship Company, Claimant. Assignment of Errors. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Jan. 27, 1912. John Sundback, Clerk. By —————, Deputy. C. [632]

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*In the District Court for the District of Alaska,  
Second Division.*

No. 110-AD.

C. C. CROOKS et al.,

Libelants and Appellees,

vs.

The S. S. "OHIO," etc., and the WHITE STAR  
STEAMSHIP COMPANY, a Corporation,  
Respondent and Claimant,  
Appellant.

**Praeipie for Apostles on Appeal.**

To John Sundback, Clerk of the District Court:

You will please forthwith prepare, certify and transmit to the clerk of the Circuit Court of Appeals, Ninth Circuit, at San Francisco, California, the apostles on the appeal to said Appellant Court lately taken by the above-named appellant from the final decree heretofore rendered on the 11th day of November, 1911, by the District Court aforesaid in the above-entitled cause, such apostles to contain the following:

First. A caption exhibiting and containing the matters and things required by Par. 1, Rule 4, of the admiralty rules of said Circuit Court of Appeal, the texts of which caption is herewith submitted for your guidance.

Second. A transcript of the admiralty register and all minute orders of the District Court aforesaid in said cause, except orders for continuances.

Third. All pleading in said cause with the exhibits annexed thereto.

Fourth. All the testimony produced at the trial of said cause, being the transcript of the testimony adduced and all exhibits produced and submitted, except Exhibit ———, [633] being a map attached to the deposition of C. G. Conradi, which in accordance with the stipulation attached to the stenographer's transcript of testimony of said trial, you will attach and make a part of the apostles to be transmitted, and also excepting therefrom the

several captions, stipulations and commissions to take depositions of the several witnesses, and give in lieu thereof only the name of the witness, the place where the deposition was taken, before whom, and where sworn.

Fifth. The findings of fact and conclusions of law, and exceptions thereto.

Sixth. The final decree and notice of appeal and stipulation *where* costs of appeal.

Seventh. The assignment of errors, and any orders enlarging the time to file the apostles on appeal in the Circuit Court.

T. M. REED,  
Of Proctors for Claimant.

[Endorsed]: 110-Ad. In the District Court, District of Alaska, Second Division. C. C. Crooks et al. vs. The S. S. "Ohio," etc., and the White Star Steamship Company, a Corporation. Praecipe for Apostle on Appeal. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Jan. 17, 1912. John Sundback, Clerk. By ———, Deputy. L. [634]



**[Certificate of Clerk District Court to Transcript of  
Record.]**

*In the District Court for the District of Alaska, Sec-  
ond Division.*

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Ma-  
chinery, Tackle, Apparel and Furniture,  
Respondent.

I, John Sundback, Clerk of the District Court of Alaska, Second Division, do hereby certify that the foregoing typewritten pages, from 1 to 642, both inclusive, are a true and exact transcript of the Admiralty Register, Libel, Monition and Attachment, Stipulation for Costs, Schedule "A" showing damages claimed, Answer, Claim, Stipulation for Release, Court Minutes of October 22, 1910, in re No. 110-A, Court Minutes of August 4, 5, 7 and 8, October 30, and November 11, 1911, in re No. 110-A., Findings of Fact and Conclusions of Law, Objections and Exceptions to Findings of Fact and Conclusions of Law, Judgment and Final Decree, Cost Bill, Notice of Appeal, Bond on Appeal, Notice of Filing Bond, Court Minutes of December 30, 1911, in re No. 110-A., Transcript of Testimony, Order Enlarging Time for Filing Apostles on Appeal, Stipulation and Order in re Original Exhibit (Chart), Assignment of Errors and Praecipe for Apostles on Appeal in the

case of C. C. Crooks et al., Libelants, vs. Steamship "Ohio," etc., Respondent, No. 110—Admiralty, this court and of the whole thereof, as appears from the records and files in my office at Nome, Alaska; and further certify that the original Citation in the above-entitled cause is attached to this transcript.

Cost of transcript \$274.30, paid by T. M. Reed, of Proctors for Claimant. [635]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 5th day of February, A. D. 1912.

[Seal]

J. SUNDBACK,  
Clerk. [636]

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[Citation on Appeal].

*In the District Court for the District of Alaska, Second Division.*

No. 110—IN ADMIRALTY.

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Corin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs.



George Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Thelstrup, Chas. Spannan, Geo. McClanahan, J. C. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmict, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannen, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Bkberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson Wm. Hyland, Ged. Gold, Fred Whist, Henry Ross, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. McLander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukiach, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Anderson,



Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Jouis Seltzer, Max. Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, [637] Adam Muri-son, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Marrmehi, P. F. Grenne, J. Jundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bodin, Mrs. P. S. Bodin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Chas. Estmere  
Libelants (Appellee),

vs.

Steamship "OHIO," Her Engines, Boilers, Machinery, Tackle, Apparel and Furniture,  
Respondent,

and the  
WHITE STAR STEAMSHIP COMPANY,  
Claimant,  
Appellant.

The President of the United States of America to  
R. T. Lamb, Mrs. R. T. Lamb, S. C. Adams,  
Thomas Parker, Joseph Sliscovich, George  
McArthur, Maggie McArthur, Mrs. W. H. Mit-  
chell, Margaret Brady, Mrs. N. Howard, Ralph  
D. Pomeroy, Charles Durkopp, Ike M. Gold-  
man, Mrs. Etta Goldman, David T. Stoy, C. C.  
Crooks, Mrs. C. C. Krooks, Joe Nellis, Mary  
Green, Mrs. I. F. Garlick, Pearl Garlick, H. G.  
Corin, C. W. Keller, Joseph Curby, Wm. Green-  
berg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam  
Halzswerg, Mrs. Lue Halzswerg, Louise Wandt,  
L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Rob-  
ert J. Monson, Mrs. E. L. Brous, John Schafer,  
Geo. Mason, Mrs. George Mason, Nellie Muri-  
son, Mrs. H. G. Fenton, Ethel Strout, L. U.  
Stenger, S. Fenton, E. A. Thiele, Samuel Kean,  
Silvey Stuart, E. C. Tholstrup, Chas. Spannan,  
Geo. McClanahan, J. O. Binder, Johan Nilsen,  
W. G. Smith, H. A. Sester, W. A. Boyce, H.  
Beveridge, M. Holm, A. Cowan, James For-  
sythe, Oscar Schmict, B. H. [638] Wile, R.  
B. Smith, Henry Holst, O. S. Weaver, C.  
Brown, Elmer Claassen, Emil Snell, Henry  
Bern, Alfred Ortman, W. M. Carlson, Ed. Mag-  
nusson, John Norback, R. P. McDonald, Oscar



Engstrom, L. T. Malarkey, M. Dannen, D. O'Leary, M. D. Reed, C. N. Burns, E. Wiklund, Adolph Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Bkberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Ged. Gold, Fred Whist, Henry Ross, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. McLander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Gluklach, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Outlet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Outlet, James Rice, John Duguid, John A. Gardner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, George M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Anderson, R.



Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Grenne, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bodin, Mrs. P. S. Bodin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, [639] John Potee, M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather, and Chas. Estmere, and to Geo. D. Schofield, Esq., their proctor, Greeting;

Whereas, in the above-entitled cause the appellant, the White Star Steamship Company, a corporation, organized and existing under and by virtue of the laws of the State of Washington, claimant, of the steamship "Ohio," her engines, boilers, machinery, tackle, apparel and furniture, has lately appealed to the United States Circuit Court of Appeals for the Ninth Circuit, from the final decree returned and entered in favor of you, the lebelants in said cause, by the above-named District Court of the District of Alaska, Second Division, and filed in the office of the clerk of said District Court on the 11th day of November, 1911; and

WHEREAS, said appellant has filed a bond for the costs of said appeal:

NOW, THEREFORE, you are hereby cited to be and appear before the United States Circuit Court of Appeals for the Ninth Circuit, to be held at the City of San Francisco, in the State of California, on the 23d day of February, 1912, to show cause, if any

there be, why said final decree so appealed from should not be reversed and held for naught, and to do and receive what may appertain to justice to be done in the premises.

Witness the Honorable EDWARD A. WHITE, Chief Justice of the Supreme Court of the United States, this 24th day of January, in the year of our Lord, one thousand nine hundred [640] and twelve, and of the Independence of the United States the one hundred and thirty-sixth.

CORNELIUS D. MURANE,  
Judge of the District Court for the District of  
Alaska, Second Division.

[Seal]                      Attest: J. SUNDBACK,  
Clerk of the District Court, District of Alaska, Sec-  
ond Division.

Due service of the foregoing Citation on the undersigned, by the delivery of a copy thereof, on this 24th day of January, 1912, is hereby acknowledged.

GEO. D. SCHOFIELD,  
Proctor for Libelants.

Due service of the foregoing Citation on the undersigned, by the delivery of a copy thereof, on this 24th day of January, 1912, is hereby acknowledged.

[Seal]                      J. SUNDBACK,  
Clerk of the District Court, District of Alaska, Sec-  
ond Division. [641]

[Endorsed]: In Admiralty—No. 110. In the District Court, District of Alaska, Second Division. C. C. Crooks et al. vs. Steamship "Ohio" et al. Citation. [642]

[Endorsed]: No. 2130. United States Circuit Court of Appeals for the Ninth Circuit. White Star Steamship Company, a Corporation, Organized and Existing Under and by Virtue of the Laws of the State of Washington, Claimant of the Steamship "Ohio," Her Engines, Boilers, Machinery, Tackle, Apparel and Furniture, Appellant, vs. R. T. Lamb et al., Appellees. Apostles on Appeal. Upon Appeal from the United States District Court for the District of Alaska, Second Division.

Received April 4, 1912.

F. D. MONCKTON,  
Clerk.

Filed April 22, 1912.

F. D. MONCKTON,  
Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.



[illegible][illegible]

0302 PRICE 50 CENTS

170° 175° 180° 185° 190° 195° 200° 205° 210° 215° 220° 225° 230° 235° 240°

60° 65° 70° 75° 80° 85° 90° 95° 100° 105° 110° 115° 120° 125° 130° 135° 140° 145° 150° 155° 160° 165° 170° 175° 180° 185° 190° 195° 200° 205° 210° 215° 220° 225° 230° 235° 240°

EAST ALASKA

DIOMEDES

PRINCE OF WALES

SEWARD PENINSULA

BERING SEA

GULF OF ANADIAH

ST. LAWRENCE

NORTON SOUND

PASTOR BAY

YUKON RIVER

NELSON I.

ALASKA WEST COAST

**BERING SEA**

**EASTERN PART**

SOUNDINGS IN FATHOMS  
AT MEAN LOWEST LOW WATER

RESULTS IN THE ABOVE HIGH WATER

ABBREVIATIONS:  
Light F and H flashing, C, continuous, W, white, R, red, B, blue, G, green, Y, yellow, P, purple, S, sound, L, light, D, day, N, night, M, moon, S, sun, W, wind, T, tide, V, vessel, A, anchor, B, buoy, C, cable, L, line, P, post, S, station, D, direction, E, distance, double.

AUTHORITIES:  
Compiled from U.S. Navy charts and other sources.

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60° 65° 70° 75° 80° 85° 90° 95° 100° 105° 110° 115° 120° 125° 130° 135° 140° 145° 150° 155° 160° 165° 170° 175° 180° 185° 190° 195° 200° 205° 210° 215° 220° 225° 230° 235° 240°

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AUTHORITIES:  
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0302 PRICE 50 CENTS

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60° 65° 70° 75° 80° 85° 90° 95° 100° 105° 110° 115° 120° 125° 130° 135° 140° 145° 150° 155° 160° 165° 170° 175° 180° 185° 190° 195° 200° 205° 210° 215° 220° 225° 230° 235° 240°

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AUTHORITIES:  
Compiled from U.S. Navy charts and other sources.

[illegible][illegible]



























